The Solicitors Journal.

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CURRENT TOPICS.

MR. O'HEA'S BILL to repeal the solicitors' annual certificate duty contains an unfortunate slip. After reciting that, by 16 & 17 Vict. c. 23, certain stamp duties "specified and contained in the schedule to the said Act annexed" were granted for certificates to be taken out by solicitors, the Bill proposes to enact that, "the duties *aforesaid* shall cease and be no longer payable." Now, the recited Act (16 & 17 Vict. c. 63) was (except section 7, which deals with another subject) wholly repealed by the Inland Revenue Repeal Act, 1870 (33 & 34 Vict. c. 99), and its provisions were re-enacted by the Stamp Act, 1870 (33 & 34 Vict. c. 97)—see schedule, tit. Certificate. The intention is clear, and the 7th clause of the Bill provides that the new certificate to be taken out under it is to be equivalent to a stamped certificate required by any Act now in force. But sections 59—64 of the Stamp Act contain substantive enactments upon the subject which ought to be repealed or re-enacted by Mr. O'HEA's Bill, and it is by no means certain how far a court of law would be able to give effect to the Bill so long as the provisions *in pari materiâ* of the Stamp Act remain unrepealed.

THE ADROIT and indefatigable promoters of the Provincial Sittings Bill obtained a considerable success in their interview with the Attorney-General and the Home Secretary on Tuesday. Sir CHARLES RUSSELL told them that he was "in complete sympathy with the objects in view"; that the Lord Chancellor was also "in entire sympathy with their objects," and was "revolving the possibility of carrying a scheme into effect which would meet the difficulties suggested"; and that no inconvenience to the judges, and no inconvenience to "any sectional interest, such as the bar," should be allowed to stand in the way of "dealing with the great and general want that had been set forth." It seems probable that Mr. GRAY HILL's prediction last year that the time was not far distant when the acceptance of the Provincial Sittings Bill would be forced on whatever Government might be in power, is very near fulfilment. The Bill has been twice read a second time in the House of Commons in the face of Government opposition; it is not unlikely that it may be now converted into a Government measure. We confess we are surprised that so much effort should have been required to secure the success of a Bill which is, in our opinion, the most practicable and reasonable scheme for promoting the local administration of justice which has been broached. The proposal is, in substance, a mere extension of the assize system, and there is apparently no special reason why any judge should object to sit in a provincial city for say three weeks at a time, being then replaced by another judge, until the list is cleared; or why the bar should object to the localization of legal business in the great commercial centres—a practice which is now too firmly established to be reversed.

IT MUST BE ADMITTED that the promoters of the Provincial Sittings Bill have a considerable array of statistics in their favour. Looking at the last returns contained in the Judicial Statistics, it appears that in the 74 district registries of the High Court during the year ending October 31, 1884, no fewer than 27,110 writs were issued for the commencement of actions, only 214 of which were transferred to the High Court; and that during the same period 6,960 judgments were entered in the district registries. Respecting the localities in which the greater part of these writs were issued, the number of writs ranges from 3,353 at Liverpool down to 7 at Dover; but taking those places in which they mount up to four figures, we find that at Birmingham 2,737 writs were issued; at Bristol, 1,168; at Leeds, 1,293; at Liverpool, 3,353; at Manchester, 3,438; and at only four of the other registries did they exceed 500. It would appear, therefore, that at least five large centres have considerable ground for a claim to have their cases heard and determined in the localities in which they arise. It would seem, however, looking at the work done by the judges of the High Court in London, that in no one of these localities is there at present enough work for one judge, so as to occupy the whole of his time; moreover, having regard to the fact that the greater part of the 6,960 judgments entered were by order of the district registrars, it cannot be supposed that any large proportion would have come before a judge to be tried. On the other hand, it may be expected that, should actions be tried locally, a large number of cases now tried in London would be sent to the country for trial.

THE DEPUTATION from Manchester and Liverpool which waited upon Mr. MUNDELLA at the Board of Trade on Tuesday last, upon the question of the registration of private arrangements between debtors and creditors, urged the view which we have on several occasions expressed—viz., that it is not expedient to require the registration of all such arrangements; but that, by means of registration, the great majority of creditors should be enabled to bind a small and comparatively insignificant minority to accept a reasonable composition or other arrangement. Although apparently not successful in converting Mr. MUNDELLA to this view, the deputation will have done some service in bringing the question before the Board of Trade and the public for discussion, and in shewing that the unreasonable cry for simple registration which a prior deputation had urged is not universally acquiesced in by commercial men of weight and experience. The President of the Board of Trade seems to be of opinion that the Bankruptcy Act has been a great success, and that the adoption of a scheme which would enable a majority, however great, to bind a minority, however small, without going through all the process of official investigation, public examination, and general delay provided by the Act, would be to interfere with its integrity and success. We can only say that we do not agree with him, either in his estimate of the extent of the success of the Act or in the opinion that a much simpler method of carrying out composition or other arrangements, so as to bind small minorities of creditors, would not be more satisfactory to the public at large. We think that public opinion will travel in the direction of the views we have expressed, and the deputation of Tuesday is some indication of this.

LORD COLERIDGE's diatribe on the recent decision of the Court of Appeal, that the question whether "good cause" is shewn—so as to enable a judge, in an action tried with a jury, to order that the costs shall not follow the event (R. S. C., 1883, LXV., 1)—is the subject of appeal, savoured rather of the platform than the bench. In the course of an eloquent peroration he accused the Court of Appeal of having "unnecessarily, and therefore mischievously, interfered with the discretion of the judges," and he added, "I do not speak of their dignity and independence—these are personal and may exist and be displayed as well by the youngest magistrate of the smallest borough as by the Lord Chancellor himself—but I speak of an interference which, if unnecessary and uncalled for, is a partial impediment to the due administration of justice, lessens the authority and therefore the usefulness of the judges, fetters the free and conscientious exercise of that discretion which, in right hands and rightly used, is one of the most precious as well as the

most powerful weapons in the armoury of justice, and adds to the difficulties and expenses of the suitor, already grievous to be borne." This is a grave charge to make, and it is certainly a very unusual mode of discussing a question arising upon the interpretation of a Rule of Court. It is not very well adapted to induce the Court of Appeal to alter their view, and we fail to see what other useful purpose it can serve. We must humbly say that, so far as we can see, the Court of Appeal were right in the construction they put upon the rule. It says that, "where any action, cause, matter, or issue is tried with a jury, the costs shall follow the event unless the judge by whom such action, cause, matter, or issue is tried, or the court, shall, *for good cause*, otherwise order." In *Jones* v. *Curling* (32 W. R. 651, L. R. 13 Q. B. D. 262) the Court of Appeal interpreted this provision as meaning (to use the words of the Master of the Rolls) that, on the trial of an action by a jury, unless there is good cause shewn, the judge has no discretion as to costs; in short, that the condition which gives the judge jurisdiction to make a discretionary order as to costs is that there is good cause existing; whether there is or is not good cause is a question of fact, and is the subject of appeal; and the court laid down the rule that to constitute "good cause" there must be facts shewing that it would be more just not to allow costs to follow the event—as, for example, where there is oppression or misconduct of either of the parties, by which costs have been unnecessarily created. Surely this is a more reasonable construction of the rule than an interpretation which would convert the words "for good cause" into "at his or their discretion."

The question of the right of a barrister to recover his fees from a client has been discussed in connection with a novel question of stamp law which was recently raised before the High Court at Madras. Mr. Handley, a member of the Madras bar, had given a receipt for fifty rupees for counsel's fees, whereupon the Board of Revenue commenced proceedings against him for issuing a receipt which was not "duly stamped" within the Indian Stamp Act. The question was argued before a full bench of four judges, whose decision was announced by Mr. Justice Hutchins in the following brief judgment:—"A barrister's fee for services in litigation is a gratuity or *honorarium*. The relation of counsel and client in litigation creates an incapacity to contract for such services. Such services are not capable of forming such a valuable consideration as will support an action on the client's promise to pay, and conversely, if the client does pay, the payment must be held to be one without consideration." The receipt was accordingly held to be exempt from stamp duty.

The case of *Bryant* v. *Reading* (*ante*, p. 368) involved a question of great importance, which has recently been discussed in our columns. An interpleader summons was taken out by the sheriff, and the master refused an issue, and adjourned the case for summary disposal before himself under R. S. C., 1883, LVII., 8. The claimant, who had asked for the issue, appealed, and both Mr. Justice Field, at chambers, and the Divisional Court, held that the master's decision was final under rule 11, and that no appeal lay to the judge. On the matter coming before the Court of Appeal, that court decided that they could not entertain the appeal, the case being covered by *Waterhouse* v. *Gilbert* (L. R. 15 Q. B. D. 569), but all the judges expressed a strong opinion, though they were precluded from deciding the point, that in every case, including interpleader, there is an appeal from the master to the judge at chambers; that, in fact, R. S. C., 1883, LVII., 8, 11, do not apply to the master at all, but only to the judge at chambers or the Divisional Court, and that rule 11 makes the judge's decision final and not the master's. Though this strong opinion does not amount to a decision, yet it is hardly likely that a judge at chambers would refuse to be bound by it, and the consequence will be that there will now be an appeal as of right from any decision of a master to a judge at chambers in an interpleader case.

The completion by the town clerk of Wycombe, Mr. D. Clarke, of a quarter of a century of official connection with the corporate body was signalized by a dinner given in his honour on March 26, the Mayor presiding.

THE BAR COMMITTEE ON LAND TRANSFER.

I.

In another column we give a summary of the conclusions of the report on the Transfer of Land made to the Bar Committee by a strong sub-committee consisting of Mr. Rigby, Q.C., M.P., who succeeded Sir Horace Davey on his becoming Solicitor-General, Mr. J. W. Dunning, Mr. Kenelm Digby, and Mr. E. W. Byrne. The sub-committee were fortunate enough to secure the assistance of Mr. H. W. Challis, well known as one of the most learned of our younger real property lawyers. The report, as may be expected from the eminence of the sub-committee, contains matter which deserves careful study not only by the law reformer, but by the practitioner.

Part (1) contains an historical sketch of the changes in the law affecting conveyancing practice that have been made by statute since the Wills Act. In reading this, one is led to reflect by how short a time we are separated from the days of the old unreformed law, and how quickly it has been forgotten; many of our older readers must have practised at a time when recoveries were commonly found in abstracts, and yet there are now but few who could say offhand what was meant by a writ "of entry sur disseisin in the post," or whether a particular recovery was valid. Mr. Preston mentions an instance where five unsuccessful attempts were made to bar the same estate tail, owing to the nicety required in suffering a recovery. The "Sketch" points out that the success of the statutes passed during the present reign in shortening and simplifying conveyances, and enabling land to be freely transferred, has been very striking. It contains suggestions for further amendments of the law by (1) curtailing the powers of accumulation conferred by the Thellusson Act; (2) enabling freehold rents to be created by way of rent service, and, for that purpose, partially repealing the statute of *Quia Emptores*; (3) abolishing altogether acknowledgments by married women.

Part (2) contains an historical sketch of the registration both of deeds and titles; it distinguishes very clearly between registration of deeds and registration of titles—two very different things, which are often confounded even in public documents—*e.g.*, the report in 1857 of the Registration Commissioners. Registration of title amounts practically to registering the effect produced by the deeds and other facts in vesting a specified title in a specified person without necessarily noticing the deeds themselves. On the other hand, a deed acquires no new force by registration, even where registration is compulsory: the only effect is that, if the deed is not registered, no use, or a partial use only, can be made of it.

If is often forgotten that registration, both voluntary and compulsory, of assurances is not new to our law. "Fines and recoveries, regarded as assurances of record, may be regarded in the light of registered deeds." Inrolment, which is a form of registration, is compulsory in the case of bargains and sales of freeholds, disentailing assurances, deeds of consent by protectors of settlements, and deeds of gift to charities, under the penalty of the deed either having an incomplete or no effect. The report suggests that the abolition, either wholly or partially, of this kind of registration might profitably be made a feature of any system of registration.

The report contains a full and most useful account of the Middlesex, Yorkshire, and Dublin Registries, the Declaration of Title Act, 1862, Lord Westbury's Act (25 & 26 Vict. c. 53), Lord Cairn's Land Transfer Act, 1875 (38 & 39 Vict. c. 87), and the Scotch system of registration. In connection with the account of the Middlesex Registry, the cases of *Le Neve* v. *Le Neve* (3 Atk. 646, S. C. Amb. 436) and *Morecock* v. *Dickins* (Amb. 678) are discussed, and the conclusion is come to that "it may be well doubted whether the whole doctrine of constructive notice has not been found in practice to do more harm than good, and whether it might not with advantage be wholly abolished by statute, thus extending the policy of the Conveyancing Act, 1882, s. 3." We cordially concur in this suggestion.

The account given by the report of the reasons for the comparative failure of the Record of Title Act (Ireland) (28 & 29 Vict. c. 88) renders it very probable that no scheme for the voluntary regis-

tration of title is likely to be largely adopted; it is, however, remarked that the scheme had not a very fair trial.

The explanation of Lord Westbury's Act and Lord Cairns' Land Transfer Act is very intelligible, shewing that these Acts are typical of two different schemes of registration—the one endeavouring to shew the whole of the existing estates which collectively make up the fee, the other shewing only the whole fee or the persons able to make a title thereto. The report points out that an effect of the Settled Land Act is to facilitate registration of title (see this explained, *ante*, p. 251), and suggests that no proposal for compulsory registration ought to be entertained unless it contains provisions for the compensation of owners injured by the register (see *ante*, p. 269).

The report discusses with much ability the very important distinction between a purchaser being willing to accept a title subject to dormant claims and the registration of such title as indefeasible. In the one case the purchaser voluntarily runs a risk, the rights of the person having dormant claims are not ousted; in the latter case they are put an end to in his absence; and although such claims are but rarely enforced, cases may arise where gross injustice would be done by arbitrarily rejecting them. We may observe that no difficulty of this nature can arise in any system of registration such as that suggested by Sir Horace Davey (see *ante*, p. 252), where the registration is expressly made subject to anything appearing on the title prior to the original registration.

The report points out that mere *caveats* afford no efficient protection to persons having interests adverse to the person registered as owner, because when such persons change their residence they do not, in fact, communicate the change to the office with any punctuality, so that the habitual carelessness in this respect of the public exposes them to the risk of losing their whole interest. Possibly the plan suggested (*ante*, p. 269) for preventing the registration of a forged deed might be extended so as to prevent a transfer being made without the consent of a person who has placed a *caveat* on the register. We may remark that if Sir H. Davey's scheme is adopted, *caveats* will be wholly unnecessary.

The remarks on a "real representative," and as to the inconvenience produced by Lord Cairns' Land Transfer Act in rendering it impossible to rectify boundaries without a written document, are worthy of serious consideration.

SERVICE OF WRITS OUT OF THE JURISDICTION.

II.

We now proceed to consider shortly the different classes of persons over whom jurisdiction is found to be assumed in different systems of law.

The essential, and, we believe, universal, element of jurisdiction pure and simple is presence within the territory of the State in whose courts an action is brought. This has been interpreted by the Court of Appeal in England to mean presence within the territory at the time of service of the writ. Although ord. 2, r. 4, and ord. 11, r. 1, must, of course, be read together, yet it is permissible to issue an ordinary writ without leave and serve it during its life, if possible, on the defendant, should he come, for however temporary a period, within the jurisdiction. For example, if a Frenchman were on board a steamer which touched at Queenstown, waiting, say, an hour only for mails, he could be served with an ordinary writ issued some time previously, and he would then, for the purposes of the action, be amenable to the jurisdiction of the Irish courts.

The converse of this proposition is also true—that, during an absence, for however temporary a period, from the territory, a defendant cannot be served with a writ unless he has left an agent at home with authority to accept service. The question of substituted service we shall consider later on. This difficulty of reaching absent subjects really lays the foundation for the whole system of assumed jurisdiction. It has been got over in different ways. One method is not unfrequently to be found in Continental systems and in the Procedure Codes of some of our colonies—it is to allow service on an agent, managing clerk, or other representative resident in the jurisdiction who carries on the defendant's business there. There is much to commend this rule, but at present it has not been thought advisable to incorporate it into our own code. But the most common method, and the one which was in part introduced by the new Rules in 1883, is to retain jurisdiction, in all cases, over subjects abroad—that is to say, a writ is allowed to be served out of the jurisdiction on a subject when any relief is sought against him. But the laws of different States as to who are subjects and who aliens are not so clear or so harmonious as they might be; and, for this reason, our own law, wisely as it seems to us, has ignored the question of subjects, but has retained its jurisdiction over one very well-defined class—persons domiciled in England; and also over one not so well-defined class—persons "usually resident" in England. The three classes, however—subjects, persons domiciled, and persons usually resident—form the first group of cases in which jurisdiction is assumed over absent defendants, the main idea of which is to retain jurisdiction over persons habitually subject to it, but, in the exception, exempt from it.

The second form which this assumed jurisdiction takes is also a very common one; it is with respect to actions relating to property situate within the territory. When the subject of the suit is realty, the reason for this assumption is clear. It is a recognized principle, not only that the *lex loci rei sitæ* governs all actions relating to immovable property, not only that a judgment of a court *loci rei sitæ* is entitled to universal recognition, but also that a judgment of any other court is to be universally disregarded, even if it profess to interpret the law properly applicable. It follows from this that the only court which can deal effectively with such suits is the court of the territory, and, to enable it so to deal with all suits, it must assume for itself jurisdiction over defendants to them, even though they are absent. The varieties of this second form, so far as it relates to realty, are as follow:—The first includes all actions affecting land, including the construction, rectification, &c., of contracts dealing with it; the second limits it to actions in which the title to land is involved; the third resembles the first, but excludes actions for rent. It must be confessed that the English courts, whilst they seem inclined to construe their own rule of jurisdiction very strictly—see A. L. Smith, J.'s, remarks in *Agnew* v. *Usher* (L. R. 14 Q. B. D. 78)—have interpreted the rule of law on which the rule of jurisdiction is based in a very lax manner—see the series of cases: *Archer* v. *Preston* (1 Vern. 75); *Penn* v. *Lord Baltimore* (1 Ves. Sen. 321); *Paget* v. *Ede* (L. R. 18 Eq. 118), and others, reviewed by Romilly, M.R., in *Norris* v. *Chambres* (30 L. J. Ch. 285).

When the subject of the suit is personalty the reason for the assumption of jurisdiction, even when the title is involved, is not so clear, nor, indeed, is it so universally adopted. As we have already seen it was inserted in the English rules of 1875, but omitted from those of 1883. It is somewhat difficult to defend it, except on the ground of expediency, seeing that it has no principle to rest on corresponding to the *lex loci rei sitæ* principles which apply to real property. The rule is to be found in some Continental codes, the Italian, for example; and in the case of *Fletcher* v. *Rodgers* (27 W. R. 97), in the Court of Appeal, we find a remarkable illustration of the recognition which the courts of one country should give to the law enforced by another. There is, however, a variety of this form of jurisdiction which is almost universally adopted, which is a species of execution by way of security on property found (and sometimes debts due) within the jurisdiction before the suit is commenced, and for the purpose of founding the jurisdiction of the court to try the suit. Foreign attachment in the City of London, Scotch arrestment, trustee process in the City of New York, and the *saisie-arrêt* of Continental nations are well-known examples.

The third, and perhaps the most important, form which assumed jurisdiction takes, is its contractual form. There are many varieties of it, but some one or more of them are to be found in the code of every civilized country. These varieties may be roughly taken to be as follow: in the first, jurisdiction is assumed over absent defendants in respect of contracts entered into in the jurisdiction; in the second, in respect of breaches of contracts committed within the jurisdiction; in the third, in respect of contracts entered into with subjects; in the fourth, in respect of contracts to be performed within the jurisdiction; in the fifth, in respect of two or more of these varieties combined together. The third—the best example of which is to be found in section 14 of the French Civil

Code—seems to be entirely indefensible; and, indeed, nothing has tended so much to retard the gradual and unanimous perfecting of the system of different nations than this *marque de haute solicitude* for the interests of Frenchmen above those of the subjects of other countries. But, with regard to the other varieties, this governing idea undoubtedly is that there is a species of submission to the law and practice of a country by entering into a contract within it, or to be performed within it, or by breaking within it a contract entered into anywhere. This third form has moreover commercial necessity on its side.

Before leaving this question of contractual jurisdiction, we may venture to remark that we wait with impatience for a judicial interpretation of the remarkable words in ord. 11, r. 1 (*e.*), "which, according to the terms thereof, ought to be performed within the jurisdiction"; they seem to us to be either superfluous or to unnecessarily restrict the benefits of the system.

The important question of jurisdiction over non-resident shareholders in companies which are within the winding-up jurisdiction of the courts, is, of course, a special illustration of the contract rule. It is, however, complicated by the summary modes of recovering calls from contributories which not unusually form part of the law relating to companies. The question belongs rather to the domain of International Bankruptcy; but it is of the first commercial importance, and the habitual disregard of English orders on contributories by the French courts makes its speedy settlement an absolute necessity. The fourth form of assumed jurisdiction occurs in actions of tort. As to this there are also different systems; either jurisdiction is assumed in respect of torts committed within the territory, or it is declined entirely, or it is assumed (as in France) where the tort has been committed against a subject. The first seems to us preferable, and to be consistent with justice. In a logical code of procedure it should be found in conjunction with the second variety of contractual jurisdiction mentioned above—namely, that which is assumed in respect of a breach of a contract committed within the jurisdiction. It has, however, been omitted from our new rules. Where the jurisdiction is declined, the only actions of tort in which service abroad can be allowed are those brought against defendants who fall within the first form of assumed jurisdiction, if it forms part of the code of the country in which the action is brought. The French system seems as indefensible as the corresponding provisions in the French code with regard to contracts entered into with subjects which we have already considered. The fifth form of assumed jurisdiction occurs in actions for injunctions. This form, together with that in administration suits and in actions for the administration of trusts, is, we believe, to be found exclusively in the English system. In the application of the rule (ord. 11, r. 1 (*f.*)) the courts have encountered not a little difficulty. Injunctions are essentially personal in their nature, acting on the conscience of the defendant; the enforcement of the corresponding sanction is resident in that court alone which has decreed the injunction, and, consequently, it is presumed to be strictly limited to the territory in its operation. The result is that the courts are unwilling to pronounce an injunction against a person abroad. The rule is, therefore, limited to the restraining of things to be done within the jurisdiction, and, if granted in the action, is presumed to be in abeyance until the person enjoined comes into the country (see Lord Esher, M.R., in *Tozier* v. *Hawkins*, L. R. 15 Q. B. D. 680).

The sixth, and last, form of assumed jurisdiction is that exercised over absent persons who are necessary or proper parties to an action already commenced. This is as introduced into the English Rules of 1883, but it was not unknown before that time in Continental codes. It is, of course, a tremendous extension of jurisdiction, but it seems to rest on the good foundation of practical convenience. Ord. 11, r. 1 (*g.*), and the decision of Jessel, M.R., in *Swansea Shipping Co.* v. *Duncan* (25 W. R. 233, L. R. 1 Q. B. D. 644) taken together, cover the whole area of co-defendants and third parties; and the result of such an assumption of jurisdiction is to prevent the same matter being litigated a second time between a person who might, if he had been within the jurisdiction, have been made a party to the suit, so as to be bound by the decision in it, and one of the already existing parties to it. It is satisfactory, however, to find both French and English courts agreeing as to the necessity for a very strict application of this rule—the principle has been laid down that, where actions are ostensibly commenced against persons within the jurisdiction, but really for the purpose of bringing in some non-resident person who would not otherwise be liable to be served with a writ under order 11 (see *Yorkshire Tannery Co.* v. *Eglinton*, 33 W. R. 162). A good illustration of the benefit conferred by the rule is afforded by the case of *ss. Thanemore* v. *Thompson* (52 L. T. 552), which was an action brought against forty-four underwriters, two of whom only were in England: leave was given to serve the remaining forty-two.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

It will not be out of place, in view of the approaching annual meeting of this association, appointed for the 21st inst., to say a few words upon an institution which, of all others, is entitled to the sympathy and support of the members of the solicitor branch of the profession, for whom and for whose families it was established. We consider such a step all the more justifiable in that we have reason to believe, from the reported speeches of successive chairmen at the anniversary dinner and the very meagre attendance at the annual meetings in London, whatever may be the case with those held yearly in the country, that this society has not received in the past that share of attention, or even that pecuniary support, to which it is entitled at the hands of solicitors; and if the few words we have to say upon the subject should have the effect of exciting an increased interest in this very important institution, we shall feel that our labour has not been in vain.

The society was founded in 1858, and its objects, as defined in the resolution passed at the general meeting held on October 5, 1876, abrogating rule II. of the original rules and regulations, were defined as follows:—"The object of the association shall be to relieve, either by donations or annuities, first, necessitous members and their wives and families, and the necessitous widows and families of deceased members, and, in special cases, the parents or collateral relations of deceased members; and, secondly, such necessitous persons as are or have been attorneys or solicitors or proctors, and have not been members, and who, in the opinion of the directors, may be deserving objects, and their wives and families; and the necessitous widows and families of deceased attorneys, solicitors, and proctors who were not members of the association at the time of their decease." Subscribers may become life members by payment of a sum of ten guineas, and a yearly sum of one guinea constitutes an annual member. The affairs of the society are managed by directors who give their time gratuitously. Meetings are held twice a year: one at the Law Institution in the spring, and the other at the provincial meeting of the Incorporated Law Society in the autumn.

In his speech at Bath, in October, 1883, the chairman is reported to have said: "He did not think that any case of actual want had ever come before the board and had not been relieved. It was generally found that the applicants had some small means, and the association assisted them further, and so they were able to get on. At the same time the board would be very much delighted to be able to give larger amounts, so long as they were justified by the funds placed at their disposal." The report from which we quote also contains a very interesting tabular statement shewing the number of grants made to, and the total amount received by, 134 applicants, the amount of relief varying from £15 to £555.

The rules and regulations under which the affairs of the society are conducted are few and simple, and, apparently, well adapted to the requirements of the case, except so far as we shall have occasion to remark upon them later on. The funds of the association are vested in four trustees, and the functions of the board are, amongst others, "to direct the investment of, and control and distribute the funds; decide finally on all applications for relief, and the amount and mode of affording it, and whether by donation, annuity, or otherwise, according to the circumstances of the case and the persons to be relieved, and generally to conduct the business of the association."

Under this system no less than 700 cases have been dealt with, and an aggregate sum of over £32,000 has been dispensed in their relief since the establishment of the association. The advance which the association has made in the direction of relief since the year 1861 is proved by the fact that in that year a sum of only £10 10s. was distributed amongst members and their families, no other class receiving anything, while in 1885 the grant to that class amounted to £1,015, and to non-members and their families £1,980. The same report also shews that the total grants to the former class amount to £15,285, and to the latter £17,382.

Amidst so much that is encouraging, it is with regret that we turn to a state of things which, in our opinion, deserves the most serious attention of all well-wishers to the society, being, as we think, diametrically opposed to the very principle upon which the associa-

tion was established, and which, if persisted in, may, in view of the likelihood in the near future of increasing distress arising from the diminished profits and other circumstances tending to make a professional career less remunerative than formerly, bring serious discredit upon a society which otherwise deserves the warmest commendation. The last report, from which we have freely quoted, states that the funds of the society now amount to £50,778, or, to speak more correctly, the investments in various securities represent a total amounting to those figures. This fund includes what is referred to in the report as "The Reardon Bequest," which appears to have been a bequest of a share of residue of the personal estate of a Miss Ellen Reardon, amounting to £5,351 8s. 8d., and is now represented by a sum of £5,048 10s. 5d. Metropolitan Consolidated Three and a-half per Cent. Stock. Besides this gift, it appears that the society has received from time to time special donations, and notably a munificent gift of £1,000 from Mr. Hollams.

In view of so large an accumulated fund, the inquiry naturally suggests itself, Under what circumstances, and by what authority, was this fund created? One would suppose that the rules and regulations of the society would contain some directions for the investment of unemployed cash, either temporarily or otherwise; but we look in vain for any such directions. It seems to have been assumed by the subscribers from the very outset that, until a capital was created, no relief of any kind should be given. This is shewn in a resolution passed in the year 1861, to the effect that "the directors should commence granting relief immediately to members and their families, *the extent of such relief not exceeding the income of the invested capital of the association.*" The rules, it is true, contain some words which suggest the idea that, at some future time, an investment of unemployed cash might be made, but no hint is given as to what should be done with such investments. As time went on, and investments increased, resolutions were passed shewing clearly that the society felt that more extended relief should be given, but it was not until 1871 that the association resolved that the resolution of 1861, and another passed in 1862 of a similarly restrictive character, should be rescinded; and the directors were authorized to apply, not only the income arising from investments, but the annual subscriptions for the current year. In 1882 another resolution was passed recommending larger grants, and, if that could not be done, suggesting whether "*some other mode of carrying out* the main objects of the society *may not be devised.*" The italics are our own. A further step in this direction was taken at the Liverpool meeting, held last October, at which a resolution of Mr. W. M. Walters, originally an amendment on Mr. G. A. Crowder's resolution, was carried, as we understand, by a considerable majority. That authorizes the directors to "expend the whole income of the society from every source in the relief of necessitous cases."

In the absence of any reference in the report to the reasons why, or the special circumstances under which, money was being accumulated, it must be inferred that the directors, as well as subscribers, considered it part of their duty to invest a portion of the money they from time to time received, quite regardless of the requirements of the persons who applied for relief; in which case it would be safe to assume that many applicants for relief must have been sent empty away, or not relieved to the extent to which the directors, in the exercise of their discretion, would otherwise have considered them entitled to relief. The question we desire to submit for consideration is whether a further step should not be taken, and the directors be authorized to apply, not only the whole income, but also a certain proportion of the accumulated capital in the relief of the cases which come before them? The reasons for such a course are to be found in the circumstance that the relief now given is often inadequate; in the probability, owing to the circumstances to which we have before alluded, that cases of distress will largely increase in the immediate future; and in the consideration that the large accumulated capital of the society has a tendency to discourage subscriptions to its funds. Is it reasonable that cases of real want which arise to-day should go unrelieved, or be inadequately relieved, in order that a fund may be kept up for the benefit of the next generation of solicitors? Let the next generation look after itself.

In thus calling the attention of the profession to what at present appears to us to be a matter demanding serious consideration we have no desire to criticize in any hostile spirit the conduct of the directors in administering the affairs of the society. All who know anything of the nature of such duties as they have for years gratuitously undertaken must feel that they are entitled to, and we are confident that they receive, the warmest thanks of the profession. They seem to have acted on all occasions with the complete approval of the subscribers. It is to the latter as a body that we throw out these suggestions, in the hope that, when the subject is presented to them from an independent point of view, they may come to the conclusion that a system which has hitherto appeared to them free from objection may nevertheless require alteration in order to carry out, to quote the words of a resolution passed in October, 1882, "the main objects o the society."

CORRESPONDENCE.

THE NEW COUNTY COURT RULES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I notice that an error in the previous County Court Rules is repeated in the new ones. Forms 244 and 245 (being forms of Replevin Bonds) have a marginal note that they require a stamp, apparently overlooking the general exemption at the end of the schedule to 33 & 34 Vict. c. 98 (Stamp Act, 1870), which includes Replevin Bonds. There seems to be a slight oversight, also, in the case of order 40 regulating appeals under the Agricultural Holdings Acts. Section 23 of the Act of 1883 provides that a party may appeal within seven days after delivery of the award. The Act of 1875 contained a similar limit. Ord. 40, r. 2, seems to give the appellant eight days within which to appeal. J. H. R.

April 7.

CASES OF THE WEEK.

COURT OF APPEAL.

CHAMBER COLLIERY CO. *v.* HOPWOOD—C. A. No. 2, 7th April.

EASEMENT—PRESCRIPTION—ENJOYMENT AS OF RIGHT—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 2.

The plaintiffs in this case claimed a right by prescription to the use of a watercourse running through land belonging to the defendants. They were the owners of land adjoining the land of the defendants, and they had been tenants of that land of the defendants under a lease from the defendants which had expired. The plaintiffs had constructed the watercourse during the lease, and they claimed the right to continue using it after the expiration of the lease, and they claimed an injunction to restrain the defendants from obstructing it. Section 2 of the Prescription Act provides that when an easement (such as a watercourse) "shall have been actually enjoyed by any person claiming right thereto without interruption for the full period of twenty years," the claim shall not be defeated by showing only that the easement "was first enjoyed at any time prior to such period of twenty years." Bristowe, V.C., dismissed the action on the ground that the plaintiffs had enjoyed the watercourse under the lease, and that their right to the enjoyment terminated with the lease. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision, though not on precisely the same ground. They held that the plaintiffs had enjoyed the watercourse either under the lease, or under the belief of both parties (possibly erroneous) that they were entitled to it under the lease, or by virtue of a sort of comity between landlord and tenant. In whichever of those ways the enjoyment had been derived it would not have been an enjoyment as of right within the Act, and, consequently, the plaintiffs could not have acquired a prescriptive right.—COUNSEL, *Sir R. Webster*, Q.C., *Maberly*, and *Lees*; *Rigby*, Q.C., *O. L. Clare*, and *Orlando Bridgeman*. SOLICITORS, *Clarke, Woodcock, & Ryland*; *Gregory, Rowcliffes, & Co.*

Re JOHNSON, JOHNSON *v.* HODGE—C. A. No. 2, 3rd April.

EXECUTOR—OMISSION TO CONVERT SHARES SUBJECT TO FURTHER LIABILITY—LIABILITY FOR CONSEQUENT LOSS TO ESTATE.

The question in this case was whether the defendant, an executor, was liable to make good to the estate of the testatrix the loss which had arisen from his having postponed beyond the period of one year from her death the sale of some shares which formed part of the estate. The testatrix by her will, bequeathed her residuary real and personal estate to her two daughters (then infants), and empowered her executor at his uncontrolled discretion to demise or sell all or any part of her real or leasehold estates as he should think fit, and also to invest all sale and any other moneys not required for the immediate purpose of her will in any of the public stocks or funds, or upon Government securities of Great Britain, or real or leasehold or chattel real securities in England or Wales, or in the purchase of shares or stocks in, or on the securities of, any company or corporation, whether commercial, municipal, or otherwise, carrying on business or constituted for any purpose in Great Britain, with power to vary and transpose the same for any other or others of the same description afterwards from time to time as occasion should require, of which stocks, funds, and securities, and the interests, dividends, and annual income thereof, the executor was to stand possessed upon the same trusts in all respects as were declared concerning her real and personal estates. At the time of her death, in July, 1876, the testatrix was the holder of some shares in a trading company, the shares not being fully paid up. These shares were retained by the executor (who paid calls upon them in December, 1876, April, 1877, and August, 1877) until March, 1881, when they were sold at a loss to the estate of over £600. No dividend had been paid upon them since June, 1878, but they might have been sold at par down to February, 1879, after which time they fell in value. Bristowe, V.C., held that the executor was liable to make good to the estate the loss occasioned by his not having sold the shares within twelve months after the death of the testatrix. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the terms of the power were very wide, and would, in his opinion, authorize

the executor to hold shares in a commercial company; and he could not accede to the argument that such a power would not justify the executor in purchasing or holding shares which were not fully paid up. His lordship thought that what had been done was not only within the terms of the power, but was a reasonable exercise of discretion on the part of the executor, who appeared to have retained the shares, not as a matter of speculation, but because he thought that in a few years' time, when the *cestuis que trustent* on attaining their majority would be entitled to have the shares handed over to them, the price of the shares would have risen. The court ought not, therefore, to hold this executor liable for the loss, when he had exercised his discretion for the best, though in the result what he had done had turned out unfortunately. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Rigby*, Q.C., and *Rotch*; *Maberly* and *S. Moore*. SOLICITORS, *Gregory, Rowcliffes, & Co.*; *R. W. Stead*, Manchester.

Re COLLING—C. A. No. 2, 5th April.

TRUSTEE—VESTING ORDER—CONTRACT FOR SALE OF LAND OF LUNATIC—DEATH OF LUNATIC BEFORE PAYMENT OF PURCHASE-MONEY—TRUSTEE ACT, 1850, ss. 29, 30—TRUSTEE EXTENSION ACT, 1852, s. 1.

The question in this case was whether there was power to make a vesting order under the Trustee Acts. On the 9th of March, 1885, an order was made under the Lunacy Regulation Act, 1862, that a small freehold property belonging to a person of unsound mind should be sold by the Guardians of the Poor of Northallerton, and authorizing the guardians to make the sale on her behalf, and to receive the purchase-money and give a receipt for it, and to execute a conveyance to the purchaser on behalf of the lunatic. The guardians were authorized to retain out of the purchase-money a sum which they had expended for the maintenance of the lunatic, and were directed to pay the balance into court. The property was sold by the guardians in lots, and deposits were paid by the purchasers. No objection was raised to the title. Before the time fixed for completion the lunatic died. No will made by her could be found. The guardians presented a petition, asking that the lunatic might be declared a trustee at the time of her death of the land for the purchasers, and that the clerk of the guardians might be appointed a trustee in her place, and an order made vesting the property in him on trust to carry out the sale. The Court (COTTON, BOWEN, and FRY, L.JJ.) held that the lunatic could not be treated as a trustee for the purchaser, and that a vesting order could not be made. The contract would have to be enforced in another way.—COUNSEL, *Robson*. SOLICITORS, *Williamson, Hill, & Co.*

WOLSTENHOLM AND ANOTHER *v.* SHEFFIELD UNION BANKING CO.—C. A. No. 1, 31st March.

BANKER'S LIEN—DEPOSIT BY PARTNER OF SECURITY TO COVER TEMPORARY ADVANCE BY BANKERS TO FIRM—CLAIM BY BANKERS TO APPLY SECURITY IN SATISFACTION OF FIRM'S GENERAL ACCOUNT.

The plaintiffs, the trustees under the bankruptcy of one J. U. Wing, claimed to recover from the defendant bank the sum of £1,218 12s., as forming part of the bankrupt's estate. It appeared that Wing had been a member of a firm of Wing & Co. which carried on business at Sheffield and kept an account with the defendant bank, with which Wing also kept a private account. Both these accounts were from time to time overdrawn, securities being deposited with the bank to meet the overdrafts on each account. The authorized overdraft on the firm's account was £2,400, and on the bankrupt's private account £300. In March, 1882, the firm's overdraft exceeded the authorized limit, and on the 27th of that month the following letter was written by Wing & Co. to the defendants:—"We find that our engagements during the current fortnight necessitate our asking you to be good enough to extend our credit during that period, say £500. If you can so oblige us you may depend upon our not exceeding the time named, and should you require it our Mr. J. U. Wing would be willing to deposit the deeds (leasehold) of his house worth £5,000 for the temporary accommodation." The bank assented to this request and the lease was accordingly deposited with the bank by Wing; and in reply to a further letter by the bank to him asking whether he wished the £500 temporary overdraft to be used for the firm's account or his own private account, which was then overdrawn to the extent of £440, Wing wrote on April 6:—"It does not matter, so far as I am concerned, on which account the extra credit is given, as I shall pay to the accounts either the latter end of next or beginning of the week following, more than sufficient to cover the extra credit, and in the meantime the security you hold covers both my own and the firm's accounts." In May, 1882, Wing was apprehended on a criminal charge and no further dealings took place between the bank and himself, or the firm of Wing & Co. At that time Wing's private account was in credit, but the overdraft on the firm's account had been increased to £3,300. Wing was adjudicated a bankrupt in January, 1883, and the defendants subsequently realized their securities, including the said leasehold property. After satisfaction of the amount advanced by the defendants to the firm of Wing & Co. upon the extended credit, there remained a balance of £1,218 12s. out of the proceeds of the sale of this property. It was in respect of this sum, which the defendants alleged that they were entitled to apply in satisfaction of the deficiency upon the general account of Wing & Co., that Wing's trustees now sued. The case was tried before Mathew, J., without a jury, and the learned judge gave judgment for the plaintiffs. The defendants appealed. It was contended on behalf of the defendants that the terms of the correspondence shewed that the leasehold property was to be a security for the firm's general account, but that, even if this were not so, the bank were entitled, by virtue of a banker's general lien, to so apply the sum in question. The Court of Appeal (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that in this case the bank had two separate and independent customers—viz., the firm of Wing & Co. and J. U. Wing, the bankrupt. There were, therefore, two separate debts upon the two overdrawn accounts. Then Wing & Co. requested a further temporary advance. It was clear from the correspondence that the lease was deposited in respect of this extra advance only. Then, the property having been sold, the bank said, "We shall not account to Wing's trustees for the surplus, although the lease was his private property, because we have a right to keep it to satisfy the general account of his firm." That was tantamount to saying that, in virtue of their general lien, the bank were entitled to retain the property of one man to pay the debt of another. There could not be such a custom, and no such proposition had ever been laid down in any of the cases respecting a banker's lien. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Forbes*, Q.C., and *Wilberforce*; *John Barker* and *Lofthouse*. SOLICITORS, *Broomhead, Wightman, & Moore*; *Binney & Sons*.

Re TUER'S WILL—C. A. No. 2, 31st March.

LUNATIC NOT SO FOUND—MAINTENANCE—APPLICATION OF CAPITAL—JURISDICTION.

This was a summons in the name of a person of unsound mind, not so found by inquisition, who was entitled to a sum of £878 Consols, which had been transferred into court under the Trustee Relief Act by the trustees of a will, asking that a sum of £100 per annum might be allowed for his maintenance, until further order, and paid to his brother, out of the dividends of the Consols, so far as they would extend, and that the remainder of the £100 might be from time to time raised by means of a sale of part of the Consols, and paid to the brother. The brother took out the summons as the next friend of the lunatic, and he offered to undertake to support the lunatic himself when the Consols should have been exhausted. Bacon, V.C., thought that there was no jurisdiction to order an application of the capital of the fund in this way. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) held that there was jurisdiction, and made the order asked for upon the above undertaking of the brother, and upon his also undertaking that he, or some other relative to be named by him, would once a year visit the lunatic at the asylum in which he was residing to see that he was properly cared for.—COUNSEL, *Hemming*, Q.C., and *G. E. S Fryer*. SOLICITORS, *Blake, Snow, & Nephew*.

HIGH COURT OF JUSTICE.

Re ALFORD, HUNT *v.* PARRY—Pearson, J., 5th April.

TENANT FOR LIFE—ALLOWANCE FOR MAINTENANCE—TRUST FOR ACCUMULATION OF RENTS FOR A TERM.

The question in this case was whether an allowance could be made for the maintenance of a tenant for life of land under the limitations of a will, there being a prior trust for the accumulation of the whole of the rents during a term. The testator devised specified real estate, and all other his real estate, to trustees, for a term of twenty years after his death, and, subject thereto, to the use of the plaintiff for life, with remainders over in strict settlement. The trusts of the term were to manage the estate and accumulate the surplus rents, after paying the expenses of management. The testator also bequeathed the residue of his personal estate to the same trustees, upon trust to accumulate the income for a similar term of twenty years. At the end of the twenty years the personal estate, with the accumulations of income and the accumulations of the rents of the real estate, was to be laid out in the purchase of land. The testator (who was a tenant farmer) also directed his trustees to purchase the farm which he occupied, in case it should be for sale before the expiration of the twenty years. The will contained no provision for the maintenance of the plaintiff during his minority. He was an infant at the time of the testator's death in 1879. The action was brought in the name of the infant, by his father as next friend, to administer the testator's estate. The plaintiff was not the testator's heir-at-law. He was the eldest son of a niece of the testator, who had lived with the testator for some time before she married, and had been educated at his expense. The real estate which the testator possessed at the time of his death was of small value. The trustees afterwards purchased the farm which the testator had occupied, and the real estate after this purchase produced a rental of £440. The personal estate after the purchase was worth £10,000. An order was made in the action by Fry, J., for an allowance of £300 a year for the maintenance and education of the plaintiff during his infancy. The plaintiff had attained twenty-one, and he now asked that the trustees might be at liberty to continue the allowance to him for his maintenance and education till further order. He desired to adopt the profession of a solicitor. PEARSON, J., refused the application. He thought that such provisions for accumulation of income were always more or less mischievous, but still the law allowed them for twenty-one years. In some cases, such as *Havelock* v. *Havelock* (L. R. 17 Ch. D. 807), the court had seen its way, notwithstanding such a trust for accumulation, to order a sum to be paid for the maintenance or education of the person who would or might ultimately succeed to the property. But in all those cases there were some special circumstances. In the present case there was no such circumstances. The testator, perhaps, thought he could create an estate so as to provide for an eldest son. He might have been very capricious, but he had a right to be so, and there was no reason for setting aside what he had done. There might have been good reasons for making an allow-

ance for the plaintiff's maintenance and education during his minority, though his lordship would not say that he himself should have done so. That order was left untouched.—COUNSEL, *Ingle Joyce; Stallard.* SOLICITORS, *T. Fortune; Twisden & Co.*

Re WOOD'S SETTLEMENT—Pearson, J., 3rd April.

R. S. C., 1883, LXV., 1—COSTS—DISCRETION OF COURT—MONEY PAID INTO COURT BY PUBLIC BODY UNDER ACT BEFORE JUDICATURE ACT—NO PROVISION FOR COSTS OF APPLICATION FOR PAYMENT OUT—COSTS OF SUMMONS FOR PAYMENT OUT.

The question in this case was as to the extent of the discretion given to the court with regard to costs by rule 1 of order 65, which provides that, "subject to the provisions of the Acts and these rules, the costs of, and incident to, all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge," subject to a proviso which does not apply to the present case. In 1845 a sum of money was paid into court for the purchase of land taken by the Church Building Commissioners under the powers conferred on them by the Act 58 Geo. 3, c. 45. The land was subject to the trusts of a settlement. Section 49 of the Act provided for the payment by the commissioners of the costs of the re-investment in land of purchase-money paid into court, and of the costs of obtaining an order for such re-investment, but there was no provision for the payment of the costs of an application for the payment out of purchase-money to persons who had become absolutely entitled to the land in respect of which the money had been paid in. The present application was for the payment out of money in court to persons who had become absolutely entitled, and it was asked that the Ecclesiastical Commissioners (to whom the rights and liabilities of the Church Building Commissioners had been transferred) might be ordered to pay the costs of and incident to the application, and the order to be made thereon. Reliance was placed on *Ex parte Mercers' Co.* (L. R. 10 Ch. D. 481), in which, in a similar case, Jessel, M.R., held that there was power to order a public body to pay such costs. On behalf of the commissioners it was contended that the judicature rule could not have been intended to alter the provisions as to costs contained in special Acts, and reliance was placed on *dicta* of Cotton, L.J., in *Re Knight's Will* (L. R. 26 Ch. D. 91), to the effect that it was doubtful whether the discretion given by the rule applied to cases in which, before the Judicature Act, there was no power to give costs at all. PEARSON, J., said that, if the case had been untouched by authority, he should probably have held that he could not order the commissioners to pay the costs. But *Ex parte Mercers' Co.* was decided in 1879, and it had been followed by other judges of the High Court, and had never been overruled by the Court of Appeal. He ought not, therefore, to depart from it, and he should order the commissioners to pay the costs.—COUNSEL, *Warlters Horne; Byrne; Bramwell Davis.* SOLICITORS, *Pollock & Co.; Jennings-White & Milles; Tarrant & Mackrell.*

In re VOWLES, O'DONOGHUE *v.* VOWLES—Pearson, J., 1st April.

ADMINISTRATION ACTION—COSTS—BANKRUPTCY OF EXECUTOR DEBTOR TO ESTATE.

The question in this case was, what costs of the action (an administration one) should be allowed to an executor who owed a debt to the testator's estate in respect of money lent to him by the testator before his death, and had become a bankrupt since the administration judgment. PEARSON, J., on the authority of *Hannay* v. *Basham* (L. R. 23 Ch. D. 195), held that the executor's costs before the bankruptcy must be set off against his debt, but that he was entitled to be paid his costs subsequent to the bankruptcy. The debt, not having been incurred by fraud or breach of trust, but being an ordinary debt, was discharged by the bankruptcy, and the only remedy for it was by proof in the bankruptcy. After the bankruptcy the executor was no longer to be treated as in default.—COUNSEL, *Decimus Sturges; Waggett; Dunning.* SOLICITORS, *Guscotte, Wadham, & Daw; Merediths, Roberts, & Mills.*

BOND *v.* WALFORD—Pearson, J., 29th March.

MARRIAGE SETTLEMENT—ABANDONMENT OF INTENDED MARRIAGE—ACTION TO SET ASIDE SETTLEMENT.

This was an action to obtain a declaration that a settlement, which the plaintiff had executed in contemplation of her intended marriage with one of the defendants, was no longer binding on her, and to have it cancelled. The trustees of the settlement and the trustees of the plaintiff's father's will were also defendants. The engagement to marry had been broken off. In May, 1882, it was intended that the marriage should shortly take place, and a draft of a settlement was approved on behalf of both parties, and was engrossed for execution. The settlement provided that the intended husband and the father of the intended wife should each bring into settlement a sum of stock. The sum contributed by the father was to be settled on the ordinary trusts, the first trust being for the wife for her life. There was a provision for the settlement on the same trusts of any property, of the value of £200 or upwards, to which the intended wife, or the intended husband in her right, should at any time or times during the intended marriage become entitled. On the 8th of May, 1882, the deed was executed by the lady and her father, and it was then sent to his solicitors, by whom it was sent to the solicitors of the intended husband in order that he might execute it, but he never did so, for in consequence of his ill-health the marriage was postponed, and ultimately the engagement was, in July, 1882, broken off by mutual consent, and it had never been renewed. The intended husband repudiated all benefit and all liability under the settlement. The father died in September, 1883, and the lady became entitled under his will to a considerable sum of money, which, if the settlement was binding, was subject to the provision for the settlement of the after-acquired property of the wife. The object of the action was to enable the plaintiff herself to receive this money. PEARSON, J., said that, from letters written by the father, it was clear that he was satisfied there was a sufficient reason for postponing the marriage indefinitely, or even for breaking it off altogether. There could be no doubt that, if the marriage had taken place, the husband would have been bound by the deed, though he had not himself executed it. There was not much authority on the question how far a settlement executed in contemplation of marriage was void because the contemplated marriage had not taken place. *Page* v. *Horne* (9 Beav. 570, 11 Beav. 227) and such cases shewed that it was the duty of the court to see that everything was done fairly and honestly, and that an attempt to revoke a settlement was not made simply because the parties wished to make different terms from those which they had at first agreed to. When money was to be advanced by the father of an intended wife this might lead to results very unjust to the issue of the marriage. In the present case the contract of marriage seemed to have been properly put an end to, and, considering that nearly four years had since elapsed, his lordship thought he was justified in coming to the conclusion that, even if a marriage should hereafter take place between the parties, it would take place under such different circumstances that it would not be the marriage which was contemplated at the time when the settlement was executed, but another marriage. Consequently the plaintiff was entitled to be released from the obligations of the settlement.—COUNSEL, *Ingle Joyce; P. H. Laurence; Maidlow; R. J. Parker; A. à Beckett Terrell; Rockingham Gill.* SOLICITORS, *Lee & Pemberton; Horne & Birkett; T. & H. R. Gill.*

ANDREWES *v.* UTHWATT—Chitty, J., 3rd April.

PROCEDURE SUMMONS—EVIDENCE OF MARRIAGE—INTERROGATORIES—SUFFICIENCY OF ANSWERS.

This was an action in which the plaintiff claimed certain real estate, and in order to succeed he required to establish his own legitimacy, and this could only be done by proving the marriage of his parents by reputation. The defendants administered interrogatories to the plaintiff, and one of them was as follows:—"Did not some communications pass between you and the said A. T. Andrewes and whether or not between you and some other person or persons (*a*) shortly before your marriage and (*b*) at some other, and what, time or times in the lifetime of the said A. T. Andrewes having reference to the question whether your parents were lawfully married at the time of your birth? Set forth the date, parties, and material purport and effect of all such communications (whether verbal or written) as are hereby inquired after." A. T. Andrewes was the alleged father of the plaintiff. The plaintiff gave no sufficient answer to this interrogatory, and, upon the defendants taking out a summons for further and better answers, CHITTY, J., held that the words "and whether or not between you and some other person or persons" in the interrogatory were to apply only to sub-section (*a*) and not to sub-section (*b*) thereof.—COUNSEL, *Swinfen Eady; Vaughan Hawkins.* SOLICITORS, *Gosnell; Twisden & Co.*, for *Hearne, Langdon, & Hearne*, Buckingham.

KENNEDY *v.* THE TRUSTEES OF THE HARBOUR AND DISTRICT OF MARYPORT—Chitty, J., 3rd April.

ACTION IN CHANCERY DIVISION—RECEIVER OF MORTGAGED PROPERTY APPOINTED—JUDGMENT CREDITOR—ACTION IN QUEEN'S BENCH DIVISION—THREATENED SALE BY SHERIFF.

The Trustees of the Harbour and District of Maryport, under the authority of, and in execution of, the power conferred upon them by the Act 3 & 4 Will. 4, c. xiii., and other statutory powers, borrowed large sums of money upon the security of mortgages of the tonnage rates and duties and other duties connected with the harbour of Maryport. In order to preserve the property subject to these mortgages and for the protection of all the mortgagees, two of them, Kennedy and another, commenced an action in the Chancery Division, on behalf of themselves and all other the mortgagees, against the Trustees of the Harbour and District of Maryport, claiming, amongst other things, the appointment of a receiver of the mortgaged premises. On the 5th of November, 1884, an order was made in this action appointing Kennedy receiver. Notwithstanding this order, William Smith, in 1885, commenced an action in the Queen's Bench Division against the Trustees for the Harbour and District of Maryport, and recovered judgment against these trustees for £2,409 14s. 5d. The judgment was expressed to be without prejudice to the receiver. Smith then issued a writ of *fi. fa.* directed to the Sheriff of Cumberland, and, in pursuance thereof, the sheriff seized and threatened to sell, amongst other things, a steam grab dredger, a hopper, two harbour boats, and five steam cranes being part of the property comprised in the mortgages, and of which property Kennedy was in possession as receiver. The Trustees of the Harbour and District of Maryport thereupon moved *ex parte* for leave to take such proceedings as they might be advised to prevent the execution and sale. CHITTY, J., made the order as asked.—COUNSEL, *Ingle Joyce.* SOLICITORS, *Gregory, Rowcliffes, & Co.*

LANDERGAN *v.* FEAST—Bacon, V.C., 5th April.

PRACTICE—ORDER UPON ADMISSIONS—APPLICATION FOR ORDER OF PAYMENT TO PLAINTIFF—PAYMENT INTO COURT—NO PLEADINGS "OR OTHERWISE"—R. S. C., 1883, XXXII., 4, 6.

This was an application by the plaintiff for an order that the defendant

should pay to him a sum of money which was admitted to be due. There were no pleadings in the action and the writ was not specially indorsed; the admissions were contained in an affidavit filed by the defendant on a motion for a receiver previously made by the plaintiff. BACON, V.C., said that he could not make the order asked for, which would be equivalent to final judgment, but the admissions were sufficient within ord. 32, r. 6, and the defendant must pay the money into court.—COUNSEL, *Marten*, Q.C., and *Manby*; *Ellis J. Davis*. SOLICITORS, *J. Perry*; *R. B. H. Fisher*.

MASON *v.* WESTOBY—Bacon, V.C., 2nd April.

MORTGAGEE IN POSSESSION—RECEIVER.

This was an application by a mortgagee in possession, who had in her hands surplus rents after payment of interest and costs, for the appointment of a receiver of the mortgaged premises. BACON, V.C., said that, although formerly a receiver would not have been appointed on the application of a mortgagee in possession, such an order might now be made to protect the mortgagee from the burden of her position. There would be a reference to chambers to appoint a receiver, and the mortgagee must pay over to him the surplus rents.—COUNSEL, *Hemming*, Q.C., and *Nalder*; *Warrington*; *Marten*, Q.C., and *Bissell*. SOLICITORS, *Collyer-Bristowe, Withers, Russel, & Hill*, for *Freer, Hett, & Hett*, Brigg, Lincolnshire; *Scott & Co.*

CASES AFFECTING SOLICITORS.

Re F. HILL—C. A. No. 2, 7th April.

SOLICITOR AND CLIENT—RETAINER—COSTS OF INVESTIGATIONS BEFORE RETAINER—ADOPTION BY CLIENT.

This was an appeal from a decision of Kay, J. (noted *ante*, p. 340). The question was whether a solicitor was entitled to charge for investigations made by him before retainer by his client, the client having taken the benefit of those investigations. In 1866 Elizabeth Robey, a lunatic, died intestate. She was entitled to a fund which was standing to the credit of the lunacy. Messrs. Head & Hill, solicitors, made an independent investigation, with a view of ascertaining who were the next of kin of the intestate. They succeeded in tracing the next of kin, and they then communicated with Robert Tharle, one of the next of kin, and he, on their advice, took out administration to the intestate, they acting as his solicitors. He signed an agreement by which he undertook, on behalf of himself and the other next of kin, to pay to Messrs. Head & Hill their costs of making the preliminary inquiries. Tharle afterwards signed another agreement to pay Messrs. Head & Hill a sum of £209 for out-of-pocket expenses incurred by them in the investigation. Tharle obtained payment of the fund which was in court, and he paid Messrs. Head & Hill's bill of costs, which amounted to £516 10s. 10d., and distributed the residue of the fund among the next of kin. An order to tax the bill was afterwards obtained by another of the next of kin, acting by a different solicitor. On the taxation the taxing master disallowed the whole of the costs of the investigations incurred before the retainer of Messrs. Head & Hill by Tharle, amounting to £337 3s. 5d., and found that the bill had been overpaid by that amount. In answer to objections carried in by the solicitors, the taxing master said that the solicitors undoubtedly spent much time and incurred considerable expense in prosecuting the inquiries, but they did this as a speculation, and without a retainer. He had, therefore, disallowed those charges and disbursements, being of opinion that they were not chargeable against the funds in the hands of Tharle as administrator without the consent of all the beneficiaries. Kay, J., affirmed the decision of the taxing master. He held that the agreements signed by Tharle were not binding under the Solicitors Act of 1870, because they were not signed by both parties; and he held that the solicitors could have no claim for payment of the costs of the preliminary inquiries until they had obtained some order to that effect. He ordered them to pay into court the sum which had been overpaid to them, and directed an inquiry in chambers whether they were entitled to any, and, if so, what, remuneration for the preliminary investigations. The order was to be served on the next of kin. And his lordship directed the solicitors to pay the costs of the application. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) varied the order by omitting the direction for payment into court, the solicitors undertaking to repay what should be found due from them. The costs of the taxation and of the inquiry to be dealt with after the inquiry. COTTON, L.J., said that, under the order for taxation, which directed him to tax the bill delivered to Tharle "as administrator of Elizabeth Robey," the taxing master could not allow any costs except those which had been incurred under a retainer of the solicitors by the administrator, even though the administrator might have agreed to pay them. In *Re Snell* (L. R. 5 Ch. D. 815, 21 SOLICITORS' JOURNAL, 495) there had been a retainer of the solicitor by a company, and the court came to the conclusion that certain inquiries which he had made had been made with the knowledge of the company, and that they had ratified the authority under which he had assumed to act. That was different from an agreement to pay charges incurred by a solicitor without any authority. The taxing master was quite right. No doubt the solicitors ought to be allowed reasonable charges for the investigations, and, therefore, the inquiry which had been directed was right. The payment into court had not been asked for, and ought not to have been ordered. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Oswald*; *Chadwyck-Healey*; *Pochin*. SOLICITORS, *Head & Hill*; *Sole, Turner, & Knight*; *Rice & Burnett*.

PARRY *v.* PARRY—C. A. No. 2, 7th April.

DIVORCE ACTION—COSTS OF WIFE—FULL COSTS OR COSTS LIMITED TO AMOUNT OF SECURITY—RIGHTS OF WIFE'S SOLICITOR.

This was a divorce action, and, in accordance with the usual practice, a sum was paid into court by the husband as security for the wife's costs. At the trial, Butt, J., said that he should make the "usual order" as to the wife's costs. The wife's counsel understood this to mean, in accordance with the decision of the Court of Appeal in *Robertson* v. *Robertson* (L. R. 6 P. D. 119, 25 SOLICITORS' JOURNAL, 741), that the wife was to have her full costs. The registrar, however, drew up the order so as to limit the wife's costs to the sum paid into court, and, on a subsequent application to Butt, J., he said that he intended to make the order in that form. An appeal was presented in the name of the wife, but, just before the appeal came into the paper for hearing, an agreement was entered into between the husband and wife that the appeal should be withdrawn, on the terms of the husband making an allowance to the wife, and, when the appeal was called on, counsel, instructed by a new solicitor on behalf of the wife, stated that she desired to withdraw her appeal. Another counsel, who had been previously instructed by the wife's old solicitor in her name, opposed the withdrawal, but the court held that he had no *locus standi*, and the appeal was dismissed. The wife's solicitor then applied to Butt, J., for an order declaring him entitled to a lien on the order for payment of the wife's costs, the object being to give him a *locus standi* to apply to the court to alter that order as drawn up, and, if necessary, afterwards to go to the Court of Appeal on that point. Butt, J., declined to make any other order than that the solicitor was entitled to a lien on the money paid into court as security, and the Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the solicitor was entitled to a lien on the costs which the order or judgment directed to be paid, and that would give him also a right to enforce the order or judgment. He wanted now to be able to enforce a different order or judgment. No authority had been cited which would justify the court in giving him such a lien as he asked for. In some cases, no doubt, as in *Mercer* v. *Graves* (20 W. R. 605, L. R. 7 Q. B. 499), judges had spoken of a lien on an order or judgment, but what they meant was a lien on that which was recovered by the order or judgment. They had used inaccurate language. BOWEN, L.J., said that, when a lien on a judgment was spoken of, what was meant was a right to obtain the fruits of the judgment. The solicitor had got that already, but he was not satisfied. He wanted to make his right depend on the use of ambiguous language, in order that he might then obtain a benefit by a misuse of that language. He said he wanted a lien on the order; what he really wanted was to obtain a *locus standi* to alter the order into something different. FRY, L.J., concurred.—COUNSEL, *H. Tindal Atkinson*; *Middleton*. SOLICITORS, *Fairfax Brooks*; *Gregory, Rowcliffes, & Co.*

In re SCHOLES—Pearson, J., 2nd April.

SOLICITOR AND CLIENT — RETAINER — COSTS — TAXATION — UNAUTHORIZED PETITION—COUNTRY SOLICITOR AND LONDON AGENT—PETITION PRESENTED BY LONDON AGENT IN HIS OWN NAME.

This was a petition by a client to discharge an order for the taxation of a bill of costs of solicitors who had formerly acted for him in business relating to the trusts of the will of a testator of which he was a trustee. The client, as the court held on the evidence, had instructed the country solicitors who were then acting for him to get the bill of the former solicitors taxed, and the country solicitors instructed their London agents to present as petition of course for taxation. The London agents presented the petition, and in doing so placed their own names upon it as solicitors for the petitioner, not stating that they were acting as agents for the trustee's country solicitors, and an order for taxation was made. The trustee, who for some reason had changed his mind, afterwards moved to discharge the order for taxation, on the ground that the petition had been presented without his authority. PEARSON, J., said that, on the authority of the decision of Chitty, J., in *Wray* v. *Kemp* (L. R. 26 Ch. D. 169, 28 SOLICITORS' JOURNAL, 237), he must reluctantly yield to the objection. The London agents ought, in strictness, not to have presented the petition in their own names as solicitors for the petitioner, but they ought to have done so expressly as agents for the country solicitors. But he should give the applicant no costs. He regretted that he could not order him to pay costs.—COUNSEL, *J. Cutler*; *Sir. A. Watson*, Q.C. SOLICITORS, *Pitman & Son*; *Crossman, Crossman, & Prichard*.

Re H. C. JONES—Q. B. Div., 1st April.

This was an appeal from a decision of Mr. Justice A. L. Smith, in which he had upheld an order made by a master to tax an amended bill of costs delivered by the respondent, Mr. Jones. From the affidavit of the solicitor to the appellant, it appeared that, on February 5 last, Mr. Jones had handed him an unsigned bill of costs amounting to £4 8s. 6d., to which he had objected that it included items to be found in a previous bill of costs, and offered to pay only £1 6s. of it. Mr Jones had offered to take £3 3s., but this the solicitor for the appellant had refused to pay. Thereupon Mr. Jones had snatched the bill away from him, declaring that it must be taken that he had never in fact delivered it. On the following day the parties had gone before a master on a matter of another taxation, when Mr. Jones had again produced the bill, and had suggested that the appellant's solicitor should consent to have it taxed there and then. This had been refused, and subsequently Mr. Jones had delivered a fresh bill, of which the amount was £2 10s. 2d. instead of

£4 8s. 6d. On appeal to Mr. Justice A. L. Smith an order had been made by him for the taxation of this second bill, and against such order the client now appealed to the court. Counsel for the appellant contended that Mr. Jones had no right to have delivered a second bill of costs for a diminished amount so as to avoid being made to pay the costs of taxation: *Re Heather* (L. R. 5 Ch. 694). Counsel for the respondent contended that the order of Mr. Justice A. L. Smith was right, as there had been no delivery of the original bill of costs by the respondent. DAY, J., in giving judgment, said it was clear that when a bill of costs had once been delivered a client acquired a right to have it taxed. The bill for £4 8s. 6d. in the present case had clearly been delivered, and the appeal must be allowed, with costs. WILLS, J., concurred.—*Times*.

THE PROVINCIAL SITTINGS BILL.

ON Tuesday a deputation of members of Parliament and representatives of the legal and commercial institutions of Manchester and Liverpool waited upon the Attorney-General (Sir C. Russell) to urge the Government to support Mr. Whitley's Provincial Sittings Bill. The Attorney-General was accompanied by the Home Secretary (Mr. Childers), and the deputation was headed by Mr. Whitley, M.P. There were several members of Parliament present, and among other gentlemen forming the deputation were the Mayor of Manchester and the deputy town clerk, Mr. P. Watson (president of the Manchester Law Association), Mr. William Cobbett, Mr. C. L. Samson, Mr. T. Hampson, Mr. W. H. S. Watts, Mr. Boutflower, Mr. G. H. Gaddum (president of the Manchester Chamber of Commerce), Mr. S. Ogden, Mr. Fox Turner, Mr. Clare (deputy town clerk of Liverpool).

Mr. WHITLEY said his measure had gained the general acceptance of the House and had passed a second reading in the session of 1884. The late Attorney-General thought it a monstrous thing that the great commercial centres such as Liverpool and Manchester should not have that which they all felt they ought to have—cheap justice. The late Home Secretary had also expressed a similar feeling, and the Home Secretary in the last Liberal Government was in favour of the proposed continuous sittings. The universal feeling in the great counties of Lancashire and Yorkshire was that the one thing which they were entitled to was that justice should be brought to their own doors, and that it should be as cheap as possible. So far as they knew, there were two classes of opponents to this Bill, and they were personal in their character. The first were her Majesty's judges of assize, although some of the judges had of late manifested a feeling in favour of the Bill. The judges might not like the change of having to go and live for a time in the provinces, but surely the personal convenience of the judges should not be considered so much as those who had to pay. Some of the leading members of the bar also objected, but not the general body of the bar, and not the local bar of Liverpool and Manchester. He hoped they would have the support of the Government when the Bill was introduced.

Mr. ELIJAH SMITH, president of the Liverpool Chamber of Commerce, said that that body had been deeply committed to the principle of the Bill for a long time past.

Mr. BELLRINGER said the scheme proposed by the Bill was that there should be provincial sittings the same as in the Royal Courts of Justice, provided there was work for the judges to perform.

M. G. H. GADDUM and Mr. WATSON, of the Manchester Law Society, concurred in the representations which had been made by the previous speakers.

The ATTORNEY-GENERAL, in reply, said one of the matters to be considered in connection with the subject was that they would have to make arrangements for the payment of the judges, and, when they considered the importance of that question, and possibly the increase of the judges, the only hope of a measure of that kind being passed was by its being taken up and carried by the Government of the day. He repeated what he had said elsewhere on this subject—that, so far as it was practicable, it was an object which any government should promote, and he doubted not the present Government would be desirous of bringing justice, as far as it could be done, to the door of the parties concerned, and to have that justice administered as cheaply as possible consistent with thorough efficiency. He recollected that, when the Bill of 1884 was under discussion, the then Solicitor-General (the present Lord Chancellor) stated that he was not satisfied that there was sufficient business to require the continuous sittings which Mr. Whitley's Bill demanded. He was not able to say whether the Lord Chancellor had changed his view in that regard, but his lordship was in entire sympathy with their objects, and was revolving the possibility of carrying a scheme into effect which would meet the difficulties suggested. It was clear that this Bill would involve very wide and far-reaching changes. For instance, it would involve the existence, not in Manchester only or Liverpool only, but in Birmingham and every other community which believed it had wants of a similar kind, not merely the holding of so-called continuous sittings, but the establishment, in each of those populous centres, of administrative offices in connection with the Chancery and Queen's Bench Divisions of the High Court, with the Divorce Court, and with the Admiralty Court. He did not stop to inquire how far it might be possible to classify and put together these various branches for administration, but it was obviously a matter which required considerable thinking out and considerable discussion before anyone could commit himself to any opinion on the point. One thing he would say, and that without committing the Government to an opinion they did not entertain, and that was that, in view of the important considerations that had been urged, no inconvenience of the judges, and no inconvenience of any sectional interest, such as the bar in any of its branches—whether the local bar or the London bar—should for one instant be allowed to stand in the way of dealing with the great and general want of the kind that had been set forth. He was glad to hear that there was no suggestion of a desire to have local judges. That was a sound view to take. What they desired, as he understood, was that the business should be carried on under the supervision of the judges of the High Court, that they did not wish that the judges should be localized in particular places, or that they should be local judges in any sense, but that their presence should be given as often as required for the transaction of business. The deputation would not expect from him any definite expression beyond the general indication of opinion that they would have gathered. As he believed there was an important demand—an important want felt—for an improved and cheapened dealing with litigation in these districts, they might depend on his representing that want as strongly as possible to the Government, and on his endeavouring, in complete sympathy with the objects in view, to consider how their wishes might be met.

LAND TRANSFER.

THE Bar Committee have issued an elaborate report on this subject, from which we hope hereafter to give extracts, but are compelled this week from considerations of space to confine ourselves to a summary of the suggestions for the amendment of the law made by the committee. These are:—

(1) That no accumulation of income should be allowed under the provisions of a settlement, except during the infancy of a person absolutely or contingently entitled to the *corpus* of the fund. If this provision should be enacted, the Thellusson Act (39 & 40 Geo. 3, c. 98) would become superfluous, and might be repealed.

(2) That so much of the Statute of *Quia Emptores* should be repealed as forbids subinfeudation: thus allowing a perpetual rent to be reserved by way of rent-service incident to tenure. This would enable building schemes to be much more conveniently carried out in those parts of the country where it is the custom to grant building land for a fee simple instead of for a terms of years.

(3) That "acknowledgments" by women under coverture, who were married before the 1st of January, 1883, should be abolished.

(4) That every executory limitation should be made to vest absolutely within the space of a life, or lives, in being at the date of the limitation.

(5) That the future limitation of estates tail should be disallowed, and fees simple substituted in their place. And that every estate tail, whether vested or contingent, in existence at the passing of the Act, should be *ipso facto* enlarged into a fee simple, so soon as any person has power, under the existing law, to bar the entail without the assent of any other person.

(6) That the claim of the Crown for succession duty should be barred, as against a *bond fide* purchaser for value, upon the expiration of twelve years from the date of the purchase. This provision would place the Crown, in respect to claims for succession duty, upon the same footing as a subject in respect to actions for the recovery of land.

(7) That the lien of the Crown for debts of record or specialty should be abolished, and the register closed.

(8) That "official searches" for bankruptcies should be instituted, to be conducted upon the same footing as the official searches provided for by the Conveyancing Act, 1882, s. 2. Or, as an alternative, that the right of trustees in bankruptcy to claim as against real estate, should be assimilated to the right as against personal estate. And official searches might perhaps be usefully instituted in respect of all charges and liabilities, wheresoever registered or recorded, affecting lands.

(9) That the law relating to the registration of judgments, and of executions issued thereupon, should be remodelled, with a view to the better protection of purchasers, and also with a view to making the remedies of creditors more uniform and abolishing any distinction between legal and equitable execution.

If the Legislature should resolve to enact some scheme for the compulsory registration of titles the following observations may be offered:—

(1) That no scheme ought to be entertained which does not provide adequate compensation for persons injured by the existence of the register.

(2) That, except in the case of dormant claims, the compensation should be paid by way of indemnity to the defrauded purchaser, and that the landowner should retain the land.

(3) That no scheme is likely to meet with success which does not proceed upon the principle, either of registering possessory titles as indefeasible without examination, or of excluding settlements from the register.

(4) That it would be difficult, without first effecting some complete change in the opinions of many persons of nearly every class in the kingdom, to abolish, or seriously curtail, the right of settlement.

(5) That any such register might probably be constructed, with less opposition, upon the model of the existing registers of Government stocks, all rights subordinate to the absolute power of disposition being relegated to the *status* of trusts and equities.

(6) That the scheme should include the institution of a "real representative," having the same right and power to dispose of the freehold estates of a deceased person, as is vested in the personal representative with respect to chattels real.

(7) That the scheme should provide for the registration of the title of persons acquiring title by possession, rather than that the operation of the Statutes of Limitation should be excluded as against registered owners.

(8) The lien of a vendor for unpaid purchase-money might be noticed on the register, and provision made that, unless registered, such lien should confer no claim as against a purchaser, even with notice of the lien.

(9) Provision should be made for noticing on the register all restrictive covenants, and might be made for noticing ascertained easements affecting registered lands.

The following points are likely, if judiciously dealt with, either to facilitate the establishment of a registry of titles, or to increase the utility of such a registry when established, or to facilitate the transfer of land under the existing system of conveyancing.

(1) The abolition of copyhold and other peculiar tenures, and of the customs of gavelkind, borough-english, and other special customs of descent.

(2) The assimilation of the law regulating the descent of real estate to the law regulating the descent of personal estate.

(3) Whether the present law of descent be retained or not, some limit might perhaps be introduced, so that no right of succession should be recognized in any case where the relationship of the heir-at-law or next of kin to the deceased does not fall within a specified degree.

(4) The laws relating to the acquisition and holding of lands and interests in land by corporations and charities require amendment and simplification.

(5) The consolidation and codification of statutes affecting real property, if judiciously effected, would be a work of great practical utility and public benefit.

THE REGISTRATION OF PRIVATE ARRANGEMENTS.

On the 6th inst. a deputation attended at the offices of the Board of Trade from the Manchester Chamber of Commerce, the Manchester Guardian Society for the Protection of Trade, the Manchester Incorporated Law Association, and the Liverpool Incorporated Law Society, with the object of urging certain amendments of the Bankruptcy Act.

Mr. B. Armitage, M.P., having introduced the deputation,

Mr. C. Samson, speaking on behalf of the Manchester Incorporated Law Society and the Manchester Guardian Society for the Protection of Trade, of which he is solicitor, said the question the deputation wished to introduce was how creditors and debtors were to arrange their affairs—first, whether arrangements outside the Bankruptcy Act should be allowed; and secondly, under what circumstances such arrangements should be registered. He urged that it was not desirable to compel the registration of an arrangement between a debtor and his creditors where the creditors were unanimous, except in the case of a deed which effected a *cessio bonorum*, and that a large *bond fide* majority of creditors should have the power of compelling the acceptance of an arrangement by a small minority of creditors. The deputation were not opposed to registration under all circumstances. They were willing, in fact desirous, that arrangements which involved the assignment of property——

Mr. Mundella: You are in favour of registration of deeds where the debtor loses all control over his property?

Mr. Samson: Yes. We further urge that the registration of compositions where the creditors are unanimous is not desirable, either in the interests of the creditors at the time or of persons who might become creditors. It would be possible to make these changes in the law and fully to safeguard the interests of the minority.

Mr. Samuel Ogden read resolutions adopted by the Manchester Guardian Society for the Protection of Trade in favour of the amendments described by Mr. Samson. He said that, at present, arrangements took from two to three and even four months to pass through the court, and, in many cases, businesses would be damnified to a very serious extent if they were harassed during that time. The main object of private arrangements was that the creditors might get as large a dividend as possible from the remaining assets, and that the arrangements might be effected in as speedy and simple a manner as possible and with the least publicity.

Mr. Mundella, in reply, assured the deputation that any representation from Manchester on matters of trade deserved, and always received, his most serious consideration. He was bound to say that an experience of a lifetime in business satisfied him that it was to the interest of every mercantile man to procure the highest character of credit, and to purify the mercantile community from traders who were too ready to trade on the weaknesses of creditors. Mr. Armitage had stated that the registration of private arrangements would be injurious to the interests of trade. That, to his mind, was a question of very great moment. Mr. Samson had argued that in future registrations there should be compulsory powers to bind the minority, but very often it was the minority that stood up for honest trading, and they had the right to force the reckless trader into the Bankruptcy Court. They had no right to deprive the minority of their right to do that. It had also been assumed that the debtor was always an honest and discreet man, but he was afraid that was not their general experience of men who came to grief. He thought every gentleman present would agree that Mr. Chamberlain's Bankruptcy Act had been a great success. The Act has worked well, and the assets from estates had been realized very speedily. His own leanings were rather in favour of compulsory registration of private arrangements without giving compulsory powers binding the minority. He wanted to strengthen the Bankruptcy Act, and would certainly do nothing to interfere with its integrity and success. They were all desirous to promote the purity of the commercial atmosphere, and to give a high character to English trade, but he very much doubted whether what was in the interests of law was in the interests of trade, and that the two interests sometimes conflicted. Traders were, in his opinion, interested in publicity, for he could not help feeling that there was sometimes a great deal of concealment on the part of creditors who desired that their own mistakes and bad trading should not become known. There was no city in the world so interested in honest trading as Manchester, because they had been accustomed to look to Manchester as taking the lead in good trading, and he believed there was no city where trading, on the whole, was so sound. He did not think, however, that the Associated Chambers of Commerce and large trade protection societies were in favour of the views put forward by the deputation. The question was one of the balance of advantages, and he thought the balance was against the views of the deputation. He would do what he could to prevent blackmail being levied, but as President of the Board of Trade he must maintain the integrity of Mr. Chamberlain's Act, and not spring a leak in it, which Mr. Samson's suggestions would inevitably result in.

The deputation then withdrew.

SOCIETIES.

BARRISTERS' BENEVOLENT INSTITUTION.

On Wednesday the annual meeting of this society was held at the Middle Temple Hall, under the presidency of the Lord Chancellor. From the report it appeared that the committee had to regret that for the first time in the history of the association the expenditure during the past year had exceeded the income. In order to meet the pressing claims made upon them, the committee had not shrunk from taking upon themselves the responsibility of making grants, which had caused a deficiency in the income of £992. During the past twelve months the amount received from annual subscriptions, donations, and dividends was £1,918, while £2,809 was expended in grants. The committee also drew attention to the fact that only 28 new members had been enrolled, whereas in the preceding year 127 were obtained. No fewer than 70 applications for assistance of the most pressing character were submitted to the committee, and of these 17 were entirely rejected; and in relation to the others, but small relief could be afforded, in consequence of the insufficiency of the fund at the disposal of the committee.

In moving the adoption of the report the Chairman said, as one of those who had taken an active interest in the foundation of the association, he was glad to say that the opposition which had, in the first place, been raised to the establishment of the institution, had almost entirely died away. For the first time in the history of the association the committee had granted more money than they had received, but only those who served upon the committee could know how difficult it was to find the heart to refuse many of the applications. The committee had had to draw upon their capital to meet the demands made upon them, and he firmly believed that the members would approve of the course that had been taken, for it must be recognized that by granting small and repeated sums of money the committee did but little good, while by granting more substantial sums much permanent good was achieved. In conclusion he made an earnest appeal to the members for increased support.

The Treasurer of the Middle Temple seconded the motion, and it was agreed to.

The customary compliment to the chairman closed the proceedings.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At the weekly meeting of this society, held at the Law Institution, Chancery-lane, Mr. W. E. Elmslie in the chair, the question for discussion was "That the decision of the court in the case of *Pearce* v. *Foster and others*, being an action for wrongful dismissal of a clerk, was wrong." The debate was opened in the affirmative by Mr. W. M. Woodhouse, and in the negative by Mr. McNab. The opener was supported by the following members:—Mr. T. M. Stevens, Mr. Brightman, Mr. J. J. Dodd, Mr. Devonshire, Mr. J. Macarthy, and Mr. Van Sommer, and negatived by Messrs. A. H. Bennett, I. D. Crawford, E. L. Beyer, and Arnold Austin. The opener having replied, the chairman summed up the question and put it to the meeting, when the decision was declared wrong by a majority of one vote.

UNITED LAW STUDENTS' SOCIETY.

On Monday week, Mr. Ramsdale, in the presence of a full meeting moved "That in the opinion of this house it is to the benefit of Great Britain and Ireland that no measure of Home Rule should be adopted in the latter country." Mr. H. J. H. Bull supported the opener. Mr Bateman Napier opposed the motion. Mr. A. K. Common followed on the same side. It being understood that several more members wished to speak on the question, Mr. Lazarus, a little before ten o'clock, moved the adjournment of the debate to the 19th of April, which was accordingly carried.

The usual weekly meeting of this society was held on Monday last at the Law Institution, Dr. Bateman Napier in the chair. There were so many business motions upon the paper, the meeting being the first held this month, that neither Mr. Moyle's motion with respect to the amalgamation of London law students' societies or the adjourned discussion on the leasehold enfranchisement question could be reached.

PRESTON LAW DEBATING SOCIETY.

The ninth general meeting of this society for the present session was held at the Preston Law Library, Chapel-walks, on Friday evening, March 19, when John James Dallas, Esq., solicitor, of Preston, presided, and there was a numerous attendance. After some special business had been transacted, the following motion was discussed:—"That a compulsory system of free education would be desirable." Mr. William Preston opened the debate in support of the motion, and he was upheld in his contention by Mr. James Bell. Mr. Alfred Bush led in opposing the motion, and he was supported by Messrs. W. Breakell, J. J. Rawsthorn, and W. Gillow. The chairman having summed up, the motion was negatived by a majority of seven votes.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The sixth meeting of the session was held on Monday, the 5th inst, Mr. R. Williams, solicitor, in the chair. Mr. P. Dobell opened the affirmative side of the following question:—"A. agrees to sell to B. the cargo of wheat in the ss. *London*, now on a passage from Bombay to England *via* Suez Canal. There is no mistake about the identity of the *London*, and she has such a cargo on board, but she is in fact coming round the Cape, and consequently will arrive later than was expected. Is B. bound to take and pay for the cargo?" Mr. A. P. Thomas replied in the negative, and the following gentlemen took part in the discussion:—Messrs. Thornely, Darbyshire, Robinson, Bromfield, Gair, Baxter, Hime, Inglis, Brotherton, and Wright. At the close of the debate the negative was carried by a majority of six. There were thirty-four members present.

LEGAL APPOINTMENTS.

Mr. William Greaves, solicitor (of the firm of Greaves & Taylor), of Bradford and Shipley, has been appointed Clerk to the Magistrates for the borough of Bradford, in succession to Mr. George Robert Mossman, resigned. Mr. Greaves was admitted a solicitor in 1872.

Mr. John William Skidmore, solicitor, of Matlock, has been appointed Clerk to the County Magistrates at that place, in succession to Mr. Thomas Henry Newbold, resigned. Mr. Skidmore was admitted a solicitor in 1877.

Mr. Robert Ashhurst, solicitor (of the firm of Walker, Ladyman, & Ashhurst), of Preston, has been appointed Clerk to the Magistrates for the Amounderness Division of Lancashire. Mr. Ashhurst was admitted a solicitor in 1850.

Mr. John Bidlake, solicitor, of Wellington, Shropshire, has been appointed Registrar of the Wellington County Court (Circuit No. 27), in succession to Mr. Robert Daniel Newill, deceased. Mr. Bidlake was admitted a solicitor in 1860.

Mr. Francis George Butler, solicitor (of the firm of Wilkinson & Butler), of St. Neots and Eaton Socon, has been appointed by the High Sheriff of Bedfordshire (Mr. John Edmund Audley Harvey) to be Under-Sheriff of that county for the ensuing year. Mr. Butler was admitted a solicitor in 1853.

Mr. Millis Coventry, barrister, has been appointed Judge of County Courts for Circuit No. 4, on the resignation of Judge William Adam Hulton. Judge Coventry is the fourth son of Mr. Millis Coventry, of Wandsworth, and was born in 1838. He was educated at Trinity Hall, Cambridge, where he graduated as a senior optime in 1862. He was called to the bar at the Inner Temple in Hilary Term, 1864, and he is a member of the Northern Circuit, having practised locally at Manchester.

Mr. Thomas Horwood, solicitor (of the firm of Horwood & James), of Aylesbury, has been appointed by the High Sheriff of Buckinghamshire (Mr. Edward Levy Lawson) to be Under-Sheriff of that county for the ensuing year. Mr. Horwood was admitted a solicitor in 1859.

Mr. John Joseph Willington Wilmshurst, solicitor, of Warwick and Kenilworth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Reginald Wilson Pearless, solicitor (of the firm of Pearless & Sons), of East Grinstead, has been appointed by the Lord Chief Justice of England to be a Commissioner for taking the Acknowledgments of Deeds by Married Women for the Counties of Sussex, Surrey, and Kent.

Mr. James E. Venning, solicitor (of the firm of Venning, Sons, & Mannings), of No. 80, Gresham-house, Old Broad-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTION OF PARTNERSHIP.

T. Gold Edwards and Astley S. Weston, solicitors, Denbigh (Gold Edwards & Weston). March 31. The said Thomas Gold Edwards will carry on the business. [*Gazette*, April 2.]

OBITUARY.

MR. WILLIAM PARR.

Mr. William Parr, solicitor (of the firm of Parr, Sadler, & Dickinson), of Ormskirk and Southport, died on the 17th ult., from pneumonia. Mr. Parr was admitted a solicitor in 1855, having served his articles with the late Mr. Lawrence Wright, with whom he was for four years in partnership. He was assistant clerk to the Ormskirk Board of Guardians from 1857 till 1861, when he succeeded to the clerkship on Mr. Wright's death. He was also clerk to the Ormskirk Assessment Committee, superintendent registrar clerk to the Lathom and Skelmersdale Local Boards, auditor of the Ormskirk Savings Bank, treasurer of the Ormskirk Highway Board, and solicitor to the Ormskirk Gas Company. Mr. Parr was, at the time of his death, associated in partnership with Mr. Robert Sadler and Mr. Alfred Dickinson.

MR. THOMAS ALLEN.

Mr. Thomas Allen, barrister, died at Walton-on-Thames on the 21st ult., from inflammation of the lungs, in his seventy-third year. Mr. Allen was the only son of Mr. James Allen, of Freestone, Pembrokeshire, and was born in 1813. He was educated at Balliol College, Oxford, where he graduated third class in classics in 1834. He was called to the bar at the Inner Temple, in Easter Term, 1841. He formerly practised on the South Wales and Chester Circuit and at the Glamorganshire Sessions, and he had for several years a considerable criminal practice in Wales. Mr. Allen was for a considerable time a revising barrister, but he had for the last few years ceased to practice. In 1866 he was a commissioner for inquiring into corrupt practices in the borough of Reigate. Mr. Allen was married in 1849 to the daughter of Mr. Robert Innes Ackland, of Boulston, Pembrokeshire.

MR. CHARLES EDWARD WITHALL.

Mr. Charles Edward Withall, solicitor, of 18, Bedford-row, died at his residence, Selby House, Ham Common, on the 23rd ult. Mr. Withall was the son of Mr. William Withall, solicitor, of Parliament-street, and was born in 1820. He was educated at St. Peter's Grammar School, Pimlico, and he was admitted a solicitor in 1853. He first joined the late Mr. Henry Mason, and subsequently he was associated in partnership at 18, Bedford-row with Mr. John Gregson, but at the time of his death he was practising alone. He had an extensive private practice. Mr. Withall leaves a widow and eight children.

A correspondent sends us the following account of a scene which he says recently occurred in a certain court of the Queen's Bench Division. Curtain rises at 10.30 a.m. Court crowded with counsel, solicitors, and witnesses in part heard case. General conversation—everybody grows impatient. 10.55 a.m. Enter Mr. Justice ——, case proceeds. Mr. ——, Q.C., has occasion to call for a document, one of an immense mass with which his client is overwhelmed—awful pause of two minutes while the particular paper is disentangled. Mr. Justice ——.—"This is a most scandalous waste of time. I shall not allow a farthing of costs in this case because the plaintiff's solicitor does not choose to take the trouble to arrange his papers. The time of the court has been wasted in a most disgraceful manner." Mr. ——, Q.C.—"Yes, my lord, so I thought at 5 minutes to 11 this morning." (Collapse of the learned judge.)

A prospectus has appeared of the "Tower House Retreat and Sanatorium (Limited)," which is formed for carrying on and developing an institution at Westgate-on-Sea for the treatment of dipsomaniacs. The capital is £35,000 in £10 shares, 2,550 of which are offered for subscription. The accountants have examined the books for a period extending over nearly the whole of the past two years, and certify that the business has been an increasing one, and the net profit shewn in their report is amply sufficient to pay over ten per cent. on the capital proposed to be called up.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	Rota of Registrars in Attendance on Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Apr. 12	Mr. Pugh	Mr. Koe	Mr. Lavie	Mr. Pemberton
Tuesday ... 13	Lavie	Clowes	Pugh	Ward
Wed..... 14	Beal	Koe	Lavie	Pemberton
Thursday.. 15	Leach	Clowes	Pugh	Ward
Friday 16	King	Koe	Lavie	Pemberton
Saturday .. 17	Farrer	Clowes	Pugh	Ward
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Apr..... 12		Mr. Carrington	Mr. Leach	Mr. Farrer
Tuesday 13		Jackson	Beal	King
Wednesday..... 14		Carrington	Leach	Farrer
Thursday,..... 15		Jackson	Beal	King
Friday 16		Carrington	Leach	Farrer
Saturday 17		Jackson	Beal	King

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CAETAGO, LIMITED.—Petition for winding up, presented March 29, directed to be heard before Kay, J., on Saturday, April 10. McDiarmid and Teather, Newman's ct, Cornhill, solicitors for the petitioner

NEDENAES COPPER COMPANY, LIMITED.—Petition for winding up, presented April 1, directed to be heard before Bacon, V.C., on Saturday, April 10. Ashurst and Co, Old Jewry, solicitors for the petitioner

NEW CITY CONSTITUTIONAL CLUB COMPANY, LIMITED.—Petition for winding up, presented April 1, directed to be heard before Kay, J., on April 10. May and Co, Adelaide place, London Bridge, solicitors for the petitioners

QUEENBOROUGH CEMENT COMPANY, LIMITED.—Kay, J., has, by an order dated March 12, appointed Richard Warner, 29, New Bridge st, Blackfriars, to be official liquidator. Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, May 4 at 12, is appointed for hearing and adjudicating upon the debts and claims

WHITEHALL COURT, LIMITED.—Petition for winding up, presented March 30, directed to be heard before Bacon, V.C., on Saturday, April 10. Robertson, South sq, Gray's inn, petitioner

[*Gazette*, April 2.]

BROOKFIELD RUBBER COMPANY, LIMITED.—By an order made by Chitty, J., dated March 29, it was ordered that the company be wound up. Chandler, Finsbury pavement, solicitor for the petitioner

FACSIMILE ENGRAVING COMPANY, LIMITED.—By an order made by Bacon, V.C., dated March 27, it was ordered that the voluntary winding up of the company be continued. Webb and Templeton, Essex st, Strand, solicitors for the petitioner

GIONA SULPHUR COMPANY, LIMITED.—By an order made by Chitty, J., dated March 27, it was ordered that the company be wound up. McDiarmid and Teather, Newman's ct, Cornhill, solicitors for the petitioner

GRAHAMSTOWN AND PORT ALFRED RAILWAY COMPANY, LIMITED.—Chitty, J., has, by an order dated Feb 22, appointed Richard Elisha Farrant, 2, Park sq West, Regent's park, to be official liquidator

LAND DEVELOPMENT ASSOCIATION, LIMITED.—Petition for winding up, presented April 5, directed to be heard before Bacon, V.C., on April 17. Badham and Williams, Salter's Hall ct, Cannon st, solicitors for the petitioners

METROPOLITAN GUARANTEE AND ACCIDENT INSURANCE COMPANY, LIMITED.—Chitty, J., has, by an order dated Feb 18, appointed Henry Threlkeld Edwards, 66, Coleman st, to be official liquidator

OLIVER AND COMPANY, LIMITED.—Chitty, J., has fixed Friday, April 16 at 12, at his chambers, for the appointment of an official liquidator

STEAM SUPPLY ASSOCIATION, LIMITED.—Chitty, J., has, by an order dated Nov 30, appointed Sam Mosley, Manchester, to be official liquidator

[*Gazette*, April 6.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

LIVERPOOL ZOOLOGICAL GARDENS COMPANY, LIMITED.—The Vice-Chancellor has, by an order dated March 29, appointed James Marr, 51, Dale st, Liverpool, to be official liquidator. Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, May 10 at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, April 2.]

FRIENDLY SOCIETIES DISSOLVED.

ASHBURY FRIENDLY SOCIETY, National School, Ashbury, Berks. March 30

FRIEND IN NEED MUTUAL BENEFIT SOCIETY, The Perseverance, Ironmonger row, St Luke's. March 30

STONEHOUSE UNITED FUNERAL FRIENDLY SOCIETY, East Stonehouse, Devon. March 30

[*Gazette*, April 2.]

CHURCH SCHOOL SICK AND BURIAL SOCIETY, Church School, Charlesworth, Derby. April 1

UNITED TANNERS' SOCIETY, Red Cow, Grange walk, Bermondsey. April 2

[*Gazette*, April 6.]

SUSPENDED FOR THREE MONTHS.

RIPPONDEN HONESTY LODGE, Independent Odd Fellows' Friendly Society, Queen's Arms Inn, Ripponden, near Halifax, York. March 29

[*Gazette*, April 2.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF CLAIM.

ENGLISH, Rev WILLIAM, Camberwell, Surrey. April 24. Tarleton v Green, Chitty, J. Fraser, Furnival's inn

PEMBERTON, MARGARET, Colville sq. June 8. Harrison v Pemberton, Chitty, J. Taylor, Gray's inn sq

PROVAN, JOSEPH BRENNER, St Mark's rd, Notting Hill, Esq. June 8. Harrison v Pemberton, Chitty, J. Gordon, New Broad st

[*Gazette*, March 26.]

STEEL, ADELINA, Kingsdown, near Bristol. May 1. Hamley v Her Majesty's Attorney-General, Chitty, J. Gabb, Abergavenny

WAEDLE, THOMAS, Longport, near Burslem, Stafford, Ironmonger. April 30. Beeston v Wardle, Chitty, J. Griffith, Newcastle under Lyme

[*Gazette*, March 30.]

CROSSLEY, JOHN, Halifax. Machine Maker. April 30. Scratcherd v Crossley, Chitty, J. Wavell, Halifax

DAVIS, CHARLES HENRY, Croydon, Surrey, Timber Merchant. April 30. Hobbs v Davis, Chitty, J. Hughes, Martin's lane, Cannon st

GILBERTSON, ROBERT, Saltburn by the Sea, Temperance Hotel Keeper. April 28. Tunnicliffe v Gilbertson, Kay, J. Jackson and Jackson, Middlesborough

HAMMER, LLEWELLYN, Deanwater, Wilmslow, Chester, Yarn Agent. April 30. Registrar, Manchester District. Sale and Co, Manchester

SMITH, JOHN, Audlem, Chester, Retired Dyer. May 1. Stanley v Smith, Registrar, Manchester District. Needham and Co, Manchester

WALFORD, CORNELIUS, Belsize Park gdns, Barrister at Law. April 28. Walford v Walford, Bacon, V.C. Bruty, Tokenhouse yard

[*Gazette*, April 2.]

PEARSON, DAVID, Darby End, near Dudley, Coal Merchant. May 7. Guest v Pearson, Pearson, J. Smith, Dudley

[*Gazette*, April 6.

CREDITORS UNDER 22 & 23 VICT. CAP 35.
LAST DAY OF CLAIM.

BLAKE, THOMAS, Gravesend, Kent, Builder. May 15. Arnold and Co, Carey st, Lincoln's inn

CLAXTON, WILLIAM, Stockton on Tees, Gent. April 28. Watson and Co, Stockton on Tees

CLIFFORD, JAMES CAIRNS, Sunderland, Boot Dealer. April 30. Graham and Shepherd, Sunderland

COLYER, EDWARD, Joyce Hall, Southfleet, Kent. May 1. Ridley, Dartford

COX, EDWIN, Aston, Warwick, Gent. May 1. Gem and Co, Birmingham

CUMBERBATCH, LAWRENCE HENRY, Lyndhurst, Southampton. June 24. Clutton, Whitehall place

DINGLEY, HOWARD WILLIAM, Birmingham, Coal Merchant. May 1. Gem and Co, Birmingham

FORSEY, JAMES, Chertsey, Surrey, Builder. June 1. Paine and Brettell, Chertsey

GREENWELL, JOHN, Sunderland, Durham, Timber Merchant. April 30. Graham and Shepherd, Sunderland

GREENYER, JAMES, Worthing, Sussex. May 8. Collet and Minton, Worthing

GRIFFITH, JOHN, Bakewell, Derby, Coachman. April 26. Mead and Daubeny, King's Bench walk, Temple

HALL, ALICE, Handsworth, Stafford. May 1. Rowlands and Co, Birmingham

HOUSLEY, SAMUEL JOHN, Stone bldgs, Lincoln's inn, Barrister at Law. April 30. Jarvis, Chancery lane

HUNTER, JOHN ALEXANDER, Argyll rd, Kensington, Esq. April 30. Carter Morrison, Reigate

INGS, EDWARD, Great James st, Bedford row, Barrister at Law. May 1. Byrne and Lucas, Surrey st, Strand

JENKINS, the Rev EVAN, Llandingat, Carmarthen, Clerk. May 1. Alfred Thomas, Llandovery

LIGAT, WILLIAM, Denmark place, Bloomsbury, Commission Agent. Apr 6 Young, Newgate st

LINSDELL, WILLIAM, Kensal rd, Westbourne park, Licensed Victualler. May 20. Layton and Co, Budge row

MAYER, JOSEPH, Bebington, Chester. May 1. Duncan and Son, Liverpool

MOATES, WALTER FREDERIC, South Croydon, Surrey, Accountant. April 24. Oliver, Coleman st

NEVILLE, JAMES, Richmond, Surrey, Gent. April 17. Terrell Shapland, Abchurch yard

NEWSOM, ELEANOR, Leatherhead, Surrey. May 20. Moodie and Mills, Basinghall st

PEARSON, WILLIAM WOODVILLE, Southport, Lancaster, Gent. May 1. Bullock and Worthington, Manchester

PIPER, WILLIAM, Fane st, Fulham, Builder. May 25. Corsellis and Mossop, Wandsworth

POWNALL, MARY, Chester. May 1. Churton, Chester

PRICHARD, GEORGE, Gladestry, Radnor, Retired Farmer. May 1. Temple and Philpin, Kington

SHIPSTON, THOMAS WISEMAN, West Ham, Essex, Doctor of Laws. April 30 Winny, Romford rd, Stratford

SMETHURST, JOSEPH, Rochdale, Lancaster, Tobacconist. April 16. Brierley and Hudson, Rochdale

SMITH, JULIA EMILY, Lynton, Bournemouth, Hants. May 1. Johns and Traill, Blandford

SPRATLY, SAMUEL, Rock Ferry, Chester, Doctor of Medicine. April 30. Francis, Birkenhead

STALEY, HERBERT, Rochdale, Lancaster, Accountant. April 16. Brierley and Hudson, Rochdale

STRADBROKE, Earl of, the Right Hon JOHN EDWARD CORNWALLIS, Henham hall, Suffolk. May 1. Cross and Ram, Halesworth

TAYLOR, SARAH, Daneville rd, Denmark hill. April 28. Sutcliffe and Summers, Chancery lane

THOMAS, WILLIAM, Lower Lawn rd, Hampstead, out of business. May 27. Wells, South sq, Gray's inn

WARD, Rev. ARTHUR ROBERT, Cambridge, Clerk. May 1. Fitch, Cambridge

WHITWORTH, BENJAMIN, Rood lane. April 26. Venning and Co, Gresham house, Old Broad st

WILLIAMS, HARRIET RUSSELL, Maidstone, Kent. April 30. Fisher and Fisher, Park prospect, Westminster

[*Gazette*, March 26.

SALES OF ENSUING WEEK.

April 13.—Messrs. BROAD, PRITCHARD, & WILTSHIRE, at the Mart, at 2 p.m., Leasehold Property (see advertisement, March 27, p. 4).

April 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Properties (see advertisement, March 27, p. 4).

April 13.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, March 13, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MACMORRAN.—April 6, at 2, Mayfield, Lordship-lane, Dulwich, the wife of Alex. Macmorran, M.A., of the Middle Temple, barrister-at-law, of a daughter.

RADCLIFFE.—April 3, at 12, Somers-place, W., the wife of Francis R. Y. Radcliffe, Esq., of the Inner Temple, barrister-at-law, of a son.

MARRIAGES.

POPE—REID.—April 6, at Crawford, Lanarkshire, N.B., Reginald Barrett Pope, solicitor, Brighton, to Mary Richarson, daughter of the late Alexander Reid, Esq., of Colombo, Ceylon.

WALLACE—DEVERELL.—April 1, at Dublin, George Henry Wallace, of Lincoln's-inn, barrister-at-law, to Nicolina Maud, daughter of the late Robert George Deverell.

DEATH.

O'CONNELL.—April 2, John T. O'Connell, solicitor, late of Cork.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.

FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM, 1, 2, or 3 years; the best system; 60 wholesale firms. Offices, 79, Queen Victoria-street E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.
FRIDAY, April 2, 1886.

Hunt, George Warwick, Hove, near Brighton, Gent. March 8

THE BANKRUPTCY ACT, 1883.

FRIDAY, April 2, 1886.

RECEIVING ORDERS.

Armstrong, William, and John Walmsley, Bury, Hat Manufacturers. Bolton. Pet Mar 19. Ord Mar 31. Exam Apr 19 at 11

Atkins, John, Hucknall Torkard. Nottinghamshire, Beerseller. Nottingham. Pet Mar 29. Ord Mar 29. Ord Apr 13

Axford, John Barnabus, Henry st, Gray's inn, Builder. High Court. Pet Mar 31. Ord Mar 31. Exam May 12 at 11.30 at 34, Lincoln's inn fields

Baylis, Francis, Fazeley, Staffordshire, Butcher. Birmingham. Pet Mar 31. Ord Mar 31. Exam May 4 at 2

Bennison, Joseph Paulinus, Catterick, Yorks, Innkeeper. Northallerton. Pet Mar 27. Ord Mar 27. Exam Apr 9 at 11.30 at Court house, Northallerton

Brettell, Edward Nock, West Bromwich, Staffordshire, Retail Brewer. Oldbury. Pet Mar 27. Ord Mar 29. Exam May 3

Burkinshaw, James, Sheffield, Forger. Sheffield. Pet Mar 30. Ord Mar 30. Exam Apr 29 at 11.30

Cocks, W. A., Florence rd, Finsbury pk, Corn Merchant. High Court. Pet Mar 12. Ord Mar 30. Exam May 12 at 11.30 at 34, Lincoln's inn fields

Crump, Alexander Benjamin, Westbury on Severn, Farmer. Gloucester. Pet Mar 29. Ord Mar 29. Exam May 11

Down, James Samuel, Darlington, Clerk. Stockton on Tees and Middlesborough. Pet Mar 29. Ord Mar 29. Exam Apr 7

Elworthy, Fanny Maria, Clevedon, Somerset, Boot Saleswoman. Bristol. Pet Mar 31. Ord Mar 31. Exam May 7 at 12 at Guildhall, Bristol

Evans, Thomas, Littlemore, Oxfordshire, Schoolmaster. Oxford. Pet Mar 13. Ord Mar 27. Exam May 13 at 11.30

Evento, Nicholas, James st, Oxford st, Cab Driver. High Court. Pet Mar 4. Ord Mar 31. Exam May 14 at 12 at 34, Lincoln's inn fields

Farley, James Browne, Ipplepen, Devon, Retired Publican. Exeter. Pet Mar 29. Ord Mar 29. Exam Apr 15 at 11

Furnell, John, Ardwick, Manchester, House Furnisher. Manchester. Pet Jan 30. Ord Mar 29. Exam Apr 19 at 12.30

Greenep, Edmund G., Stratford, Essex, Solicitor. High Court. Pet Mar 10. Ord Mar 31. Exam May 14 at 12 at 34, Lincoln's inn fields

Hancock, Francis Albert, Wood st, Stationer. High Court. Pet Mar 31. Ord Mar 31. Exam May 14 at 12 at 34, Lincoln's inn fields

Harrison, Joseph, Beckford Vicarage, Gloucestershire, Clerk in Holy Orders. Cheltenham. Pet Feb 27. Ord Mar 30. Exam May 5 at 11

Hime, Harry Edward, Llanrwst, Denbighshire, Artist. Bangor. Pet Mar 31. Ord Mar 31. Exam May 13 at 11 at Court house, Bangor

Hopkinson, William, Sheffield, Sheep Shear Manufacturer. Sheffield. Pet Mar 30. Ord Mar 31. Exam Apr 29 at 11.30

Hudson, Edward William, Chancery lane, Builder. High Court. Pet Mar 11. Ord Mar 31. Exam May 14 at 12 at 34, Lincoln's inn fields

Hutchinson, George, Newcastle on Tyne, out of business. Newcastle on Tyne. Pet Mar 31. Ord Mar 31. Exam Apr 13

Jenner, Jesse Smith, Brighton, Grocer. Brighton. Pet Mar 30. Ord Mar 30. Exam Apr 22 at 11

Liddiatt, Thomas Townsend, Stroud, Builder. Gloucester. Pet Mar 18. Ord Mar 30. Exam May 11

Livett, Kate, Isle of Ely, Cambridgeshire, Widow. Peterborough. Pet Mar 29. Ord Mar 30. Exam Apr 22 at 12

Lyons, Harris, Bradford, Hardware Merchant. Bradford. Pet Mar 24. Ord Mar 31. Exam Apr 13

Marfell, Thomas, East Dean, Gloucestershire, Collier. Gloucester. Pet Mar 29. Ord Mar 30. Exam May 11

Mister, Fannie Melvina, Romford, Essex, Confectioner and Fancy Dealer, Widow. Chelmsford. Pet Mar 31. Ord Mar 31. Exam Apr 17 at 11 at Shirehall, Chelmsford

Mitchell, Thomas, Carlisle, Horse Dealer. Carlisle. Pet Mar 29. Ord Mar 30. Exam Apr 12 at 11 at Court house, Carlisle

Moore, Henry, Honley, Yorks, Innkeeper. Huddersfield. Pet Mar 29. Ord Mar 29. Exam May 8 at 10.30

Morfee, Thomas, Rolvenden, Kent, Farmer. Hastings. Pet Mar 31. Ord Mar 31. Exam May 10

Nixon, George, Brampton, Cumberland, Blacksmith. Carlisle. Pet Mar 30. Ord Mar 30. Exam Apr 14 at 11 at Court house, Carlisle

Oaksford, Henry, Nottingham, Box Manufacturer. Nottingham. Pet Mar 30. Ord Mar 30. Exam Apr 13

Ratcliff, Thomas Tillstone, Hemel Hempstead, Hertfordshire, Saddler. St Albans. Pet Mar 30. Ord Mar 30. Exam Apr 20

Redden, Alfred James, Northampton, Boot Manufacturer. Northampton. Pet Mar 16. Ord Mar 30. Exam Apr 13

Rogers, George, Pontypool, Mon, Bootmaker. Newport, Mon. Pet Mar 29. Ord Mar 29. Exam Apr 12 at 11

Seaton, Sarah, Exeter, Boot Dealer. Exeter. Pet Mar 29. Ord Mar 29. Exam Apr 15 at 11

Shapley, John, Newton Abbot, Gentleman. Exeter. Pet Mar 15. Ord Mar 29. Exam Apr 15 at 11

Shillito, William, Leeds, Painter. Leeds. Pet Mar 29. Ord Mar 29. Exam Apr 13 at 11

Smith, Henry James, sen, Strensham, nr Pershore, Worcestershire, Farmer. Worcester. Pet Mar 11. Ord Mar 30. Exam Apr 16 at 12

Smith, Robert, Hull rd, nr Kingston upon Hull, Horse Dealer. Kingston upon Hull. Pet Mar 29. Ord Mar 29. Exam Apr 19 at 2 at Court house, Townhall, Hull

Stanley, John, Kirkby in Ashfield, Nottinghamshire, Licensed Victualler. Nottingham. Pet Mar 31. Ord Mar 31. Exam Apr 13

Suffield, Frederick Walter, Leeds, Toy Dealer. Leeds. Pet Mar 30. Ord Mar 30. Exam Apr 13 at 11

Taylor, Richard, Ramsbottom, Lancashire, Clogger. Bolton. Pet Mar 16. Ord Mar 29. Exam Apr 19 at 11.30

Thomson, William Thomas, Newtown, Stourport, Grease Manufacturer. Oldbury. Pet Mar 30. Ord Mar 30. Exam May 3

Thornton, James, Manchester, Estate Agent. Manchester. Pet Mar 31. Ord Mar 31. Exam Apr 19 at 12.30

Walker, George, Alpheus Walker, and Alfred Walker, Silverdale, Staffordshire, Silk Throwsters. Hanley, Burslem, and Tunstall. Pet Mar 29. Ord Mar 29. Exam Apr 30 at 11 at Townhall, Hanley

West, Alfred, Rydings, Birstal, Yorks, Coal Master. Dewsbury. Pet Mar 31. Ord Mar 31. Exam Apr 12

Wicks, Charles, Elthorne rd, Hornsey Rise, Provision Dealer. High Court. Pet Mar 29. Ord Mar 29. Exam May 4 at 11 at 34, Lincoln's inn fields

Woodall, John, Oldbury, Beerhouse Keeper. Oldbury. Pet Mar 23. Ord Mar 30. Exam May 3

Yapp, Frederick, and Hale Frank Cartwright Guest, Ludlow, Herefordshire, Tailors. Leominster. Pet Mar 26. Ord Mar 29. Exam Apr 22

FIRST MEETINGS.

Airey, John, Preston, Lancashire, Insurance Agent. Apr 9 at 2.45. Commercial Hotel, Blackburn rd, Accrington

Ashton, George, Bridge rd West, Battersea, Corn Dealer. Apr 12 at 3. Official Receiver, 109, Victoria st, Westminster

Barker, George, Brettell lane, Staffordshire, Licensed Victualler's Manager. Apr 13 at 10.45. C. Herbert Collis' Offices, Stourbridge

Bellaers, James, Oxford st, Stepney, Doctor of Medicine. Apr 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Crankshaw, Moses, Accrington, Lancashire, Labourer at Print Works. Apr 9 at 3. Commercial Hotel, Blackburn rd, Accrington

Crump, Alexander Benjamin, Westbury on Severn, Farmer. Apr 10 at 3. Official Receiver, King st, Gloucester

Dedicoat, Richard, Yardley, Worcestershire, Farmer. Apr 16 at 11. Official Receiver, Birmingham

Dillamore, James Thomas, Bedford, Commission Agent. Apr 21 at 11. 8, St. Paul's sq, Bedford

Dixon, John, Skelton, Seed Merchant. Apr 13 at 11. Official Receiver, 8, Albert rd, Middlesborough

Farley, James Browne, Ipplepen, Devon, Retired Publican. Apr 12 at 3. Castle of Exeter, at Exeter

Fawdry, Thomas, Birmingham, Corn Factor. Apr 13 at 3. Official Receiver, Birmingham

Forwood, Charles Britain, Liverpool, Shipbroker. Apr 13 at 12. Official Receiver, 35, Victoria st, Liverpool

Furnell, John, Ardwick, Manchester, House Furnisher. Apr 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Goble, Frederick. Ferrer's rd, Streatham, Grocer's Assistant. Apr 13 at 3. Official Receiver, 109, Victoria st, Westminster

Harrison, Thomas, Careby, nr Stamford, Lincolnshire, Farmer. Apr 14 at 12.15. County Court, Peterborough

Henning, E., Fenchurch st, Restaurant Proprietor. Apr 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Holdsworth, Samuel, Leeds, Builder. Apr 12 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

Hutchinson, George, Newcastle on Tyne, out of business. Apr 14 at 11. Official Receiver, Pink lane, Newcastle on Tyne

Jenkins, Thomas William, Aberkenfig, nr Bridgend, Grocer. Apr 13 at 11.30. Official Receiver, 3, Crockherbtown, Cardiff

Livette, Kate, Isle of Ely, Cambridgeshire, Widow. Apr 22 at 12. County Court, Peterborough

Loxton, Henry, Maesteg, Glam., Bootmaker. Apr 12 at 11. Official Receiver, 3, Crockherbtown, Cardiff

Marfell, Thomas, East Dean, Gloucestershire, Collier. Apr 9 at 3.30. Lion inn, Cinderford

Marriott, Fred, Birstall, Yorks, Woollen Manufacturer. Apr 12 at 3. Official Receiver, Batley

Marshall Francis Christopher Matthew, and Hubert Charles Holland, Hungerford st, Commercial rd, Brewer's Sundrymen. Apr 14 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Middleton, Joseph, Birmingham, Merchant's Clerk. Apr 13 at 11. Official Receiver, Birmingham

Mitchell, Thomas, Carlisle, Horse Dealer. Apr 12 at 12. Official Receiver, 34, Fisher st, Carlisle

Moore, Henry, Honley, Yorks, Innkeeper. Apr 12 at 3. Official Receiver, Albert bldgs, New st, Huddersfield

Nixon, George, Brampton, Cumberland, Blacksmith. Apr 14 at 12. Official Receiver, 34, Fisher st, Carlisle

Nuttall, Robert, Accrington, Lancashire, Packer at Print Works. Apr 9 at 3.15. Commercial Hotel, Blackburn rd, Accrington

Parsons, Joseph, Winterslow, Wilts, Farmer. Apr 13 at 3. Official Receiver, Salisbury

Peachey, Ezra, Birkenhead, Manager to a Provision Dealer. Apr 14 at 3. Official Receiver, 48, Hamilton sq, Birkenhead

Pinfold, Austin, Birmingham, Baker. Apr 14 at 11. Official Receiver, Birmingham

Preston, William Henry, Walton, nr Liverpool, Timber Broker. Apr 12 at 3. Official Receiver, 35, Victoria st, Liverpool

Redden, Alfred James, Northampton, Boot Manufacturer. Apr 10 at 2. County Court, Northampton

Redington, Frederick, Oxford, Hotel Keeper. Apr 12 at 11.30. Official Receiver, 1, St Aldates, Oxford

Richardson, Hannah Lee, Batley, Yorks, Woollen Manufacturer. Apr 9 at 3. Official Receiver, Batley

Richardson, William Henry, St George's rd, Southwark, Hosier. Apr 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Rogers, George, Pontypool, Mon., Bootmaker. Apr 12 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.

Saul, Richard, Birkenhead, Tailor. Apr 14 at 2. Official Receiver, 48, Hamilton sq, Birkenhead

Sawyer, Harry, Lamberhurst, Kent, Grocer. Apr 9 at 2.30. Spencer and Reeves' Sale Rooms, Camden rd, Tunbridge Wells

Schrieber, Major, Dover st, Piccadilly. Apr 14 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Shapley, John, Newton Abbot, Gent. Apr 10 at 1.30. Queen's Hotel, Newton Abbot

Shillito, William, Leeds, Painter. Apr 12 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds

Smith, Henry James, sen, Strensham, nr Pershore, Worcestershire, Farmer. Apr 16 at 11.30. Official Receiver, Worcester

Smith, Robert, Hull rd, Kingston upon Hull, Horse Dealer. Apr 12 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull

Stone, Richard, sen, Marcham, Berks, Farmer. Apr 10 at 11.30. Official Receiver, 1, St Aldates, Oxford

Stredwick, Thomas Edward, Canterbury, Baker. Apr 9 at 10. 32, St George's st, Canterbury

Tantam, Selina (Separate Estate), Birmingham, Pawnbroker. Apr 16 at 3. Official Receiver, Birmingham

Tantam, Selina, and William Tantam, Birmingham, Pawnbrokers. Apr 16 at 3. Official Receiver, Birmingham

Tantam, William (Separate Estate), Birmingham, Pawnbroker. Apr 16 at 3. Official Receiver, Birmingham

Taylor, Richard, Ramsbottom, Lancashire, Clogger. Apr 12 at 3. 16, Wood st, Bolton

Twist, James, and William Twist, Southport, Auctioneers. Apr 13 at 3. Official Receiver, 35, Victoria st, Liverpool

Vickers, Sarah, Nottingham, Licensed Victualler. Apr 9 at 2. Official Receiver, 1, High pavement, Nottingham

Wade, William, Birmingham, Tailor. Apr 14 at 3. Official Receiver, Birmingham

Walker, George, Alpheus Walker, and Alfred Walker, Silverdale, Staffordshire, Silk Throwsters. Apr 10 at 11.30. Official Receiver, Newcastle under Lyme

Watts, William, Cardiff, Boot Maker. Apr 12 at 12. Official Receiver, 3, Crockherbtown, Cardiff

ADJUDICATIONS.

Airey, John, Preston, Lancashire, Insurance Agent. Preston. Pet Mar 26. Ord Mar 30

Attwood, Georgiana Mary, Birmingham, deceased. High Court. Pet Sept 23. Ord Mar 30

Barker, George, and Albert Edward Daniel, Higher Ince, Lancashire, Bottlers of Aerated Stout Wigan. Pet Mar 12. Ord Mar 29

Barker, George, Brettell lane, Staffordshire, Licensed Victualler's Manager. Stourbridge. Pet Mar 26. Ord Mar 30

Baylis, Francis, Fazeley, Staffordshire, Butcher. Birmingham. Pet Mar 31. Ord Mar 31

Bennison, Joseph Paulinus, Catterick, Yorks, Innkeeper. Northallerton. Pet Mar 27. Ord Mar 27

Browne, M. A., Westmoreland rd, Bayswater, Dressmaker. High Court. Pet Mar 2 Ord Mar 29

Burkinshaw, James, Sheffield, Forger. Sheffield. Pet Mar 30. Ord Mar 30

Clarke, Edwin (deceased), Colveston crescent, Dalston, Auctioneer. High Court. Pet Feb 18. Ord Mar 30

Clarke, James Mines, Lowestoft, Suffolk, Grocer's Assistant. Great Yarmouth. Pet Mar 15. Ord Mar 29
Coxon, Samuel Bailey, Victoria st, Civil Engineer. High Court. Pet Jan 27. Ord Mar 29
Crankshaw, Moses, Accrington, Lancashire, Labourer at Printworks. Blackburn. Pet Mar 26. Ord Mar 31
Dack, Robert, Wood Norton, Norfolk, Farmer. Norwich. Pet Mar 20. Ord Mar 30
Down, James Samuel, Darlington, Clerk. Stockton on Tees and Middlesborough. Pet Mar 29. Ord Mar 29
Drake, William, Isle of Ely, Cambridgeshire, Builder. Cambridge. Pet Mar 10. Ord Mar 30
Drew, George Bernard Harvey, Bermondsey st, Solicitor. High Court. Pet Mar 6. Ord Mar 31.
Edwards, Thomas. St. George, Gloucestershire, Boot Manufacturer. Bristol. Pet Mar 11. Ord Mar 31
Greenwell, Leonard, Queen's rd, Bayswater, no occupation. High Court. Pet Jan 16. Ord March 31
Hahn, Hermann. Castle st, Falcon sq, Importer of Foreign Goods. High Court. Pet Mar 6. Ord Mar 29
Hall, Joseph, Hyson green, Nottingham, Agent. Nottingham. Pet Mar 25. Ord Mar 27
Hargreaves, Edward, Dovercourt, Essex, Schoolmaster. Colchester. Pet Mar 13. Ord Mar 27
Hayes, Frederick Robert, King st, West Hammersmith, Auctioneer. High Court. Pet Jan 26. Ord Mar 31
Hopkinson, William, Sheffield, Sheep Shear Maker. Sheffield. Pet Mar 30. Ord Mar 31
Hughes, George Barnett, Portdinorwic, Carnarvonshire, Butcher. Bangor. Pet Mar 1. Ord Mar 29
Hutchinson, George, Newcastle on Tyne, out of business. Newcastle on Tyne. Pet Mar 31. Ord Mar 31
Jacobi, Charles, Parkholme rd, Dalston, Importer of Cigarettes. High Court. Pet Jan 29. Ord Mar 30
Jackson, John Henry, Nottingham, Potato Salesman. Nottingham. Pet Mar 9. Ord Mar 27
Jolly, William Henry, Newcastle on Tyne, Woollen Draper. Newcastle on Tyne. Pet Mar 4. Ord Mar 31
Kent, Enoch, Nottingham, Lacemaker. Nottingham. Pet Mar 9. Ord Mar 27
Kilvington, Charles John, York, Stonemason. York. Pet Mar 13. Ord Mar 27
Leech, Samuel Holloway, Bilston, Staffordshire, Licensed Victualler. Wolverhampton. Pet Mar 26. Ord Mar 30
Liptrot, James, Nottingham, Glasscutter. Nottingham. Pet Mar 26. Ord Mar 30
Lloyd, Joseph Audle Frederick Cutler, Willenhall, Staffordshire, Grocer. Wolverhampton. Pet Mar 24. Ord Mar 30
Marfell, Thomas, East Dean, Gloucestershire, Collier. Gloucester. Pet Mar 29. Ord Mar 30
Maxwell, James, Central Fish Market, Farringdon st, Fish Salesman. High Court. Pet Mar 4. Ord Mar 29
Mister, Fannie Melvina, Romford, Essex, Confectioner. Chelmsford. Pet Mar 31. Ord Mar 31
Morfee, Thomas, Rolvenden, Kent, Farmer. Hastings. Pet Mar 31. Ord Mar 31
Nixon, George, Brampton, Cumberland, Blacksmith. Carlisle. Pet Mar 30. Ord Mar 31
Nuttall, Robert, Accrington, Packer at Print Works. Blackburn. Pet Mar 26. Ord Mar 31
Peachey, Ezra, Birkenhead, Manager to a Provision Dealer. Birkenhead. Pet Mar 26. Ord Mar 29
Preston, William Henry, Walton, nr Liverpool, Timber Broker. Liverpool. Pet Mar 9. Ord Mar 31
Prodger, Thomas, Eastbourne, Builder. Lewes and Eastbourne. Pet Mar 3. Ord Mar 29
Richardson, James Mannington, Mark Cross, Sussex, Auctioneer. Tonbridge Wells. Pet Mar 1. Ord Mar 30
Salmon, Thomas, Denbigh, Chemist. Bangor. Pet Mar 15. Ord Mar 31
Shillito, William, Leeds, Yorkshire, Painter. Leeds. Pet Mar 29. Ord Mar 29
Slade, John, and Arthur Edward Sprang, Worcester, Boot Manufacturers. Worcester. Pet Mar 2. Ord Mar 31
Smith, Robert, Kingston upon Hull, Horse Dealer. Kingston upon Hull. Pet Mar 29. Ord Mar 29
Wicks, Charles, Elthorne rd, Hornsey Rise, Provision Dealer. High Court. Pet Mar 29. Ord Mar 30
Yapp, Frederick, and Frank Cartwright Guest Hale, Ludlow, Tailors. Leominster. Pet Mar 26. Ord Mar 29

The following amended notice is substituted for that published in the London Gazette of Mar 2.

Allan, Edmund, Northampton, General Dealer. Northampton. Pet Feb 4. Ord Feb 27

TUESDAY, April 6, 1886.

RECEIVING ORDERS.

Alcock, Joseph, Burslem, Beerseller. Hanley, Burslem, and Tunstall. Pet Apr 2. Ord Apr 2. Exam May 7 at 11 at Townhall, Hanley
Ashby, George Andrew, Luton, Bedfordshire, Builder. Luton. Pet Mar 31. Ord Apr 2. Exam Apr 22 at 2 at Court house, Luton
Barnes, John, Lenton, Nottingham, Ironfounder. Nottingham. Pet Apr 1. Ord Apr 1. Exam May 18
Bedford, Walter, Bradford, Plumber. Bradford. Pet Apr 1. Ord Apr 1. Exam Apr 20
Bell, Robert, Liverpool, Agent. Liverpool. Pet Jan 5. Ord Apr 1. Exam Apr 15 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Clarke, Amy, Hinckley, Leicestershire, Draper. Leicester. Pet Apr 3. Ord Apr 3. Exam Apr 14
Clark, Elizabeth, Regent st, Dressmaker. High Court. Pet Apr 3. Ord Apr 3. Exam May 12 at 11 at 34, Lincoln's inn fields
Clayton, Henry, South Shields, Grocer. Newcastle on Tyne. Pet Apr 1. Ord Apr 1. Exam Apr 15
Clegg, Edward, Nelson, Lancashire, Draper. Burnley. Pet Apr 1. Ord Apr 1. Exam Apr 22 at 11
Daw, George Henry, Threadneedle st, Gun Manufacturer. High Court. Pet Apr 3. Ord Apr 3. Exam May 12 at 11 at 34, Lincoln's inn fields
Dewhirst, William, Lancaster, Draper. Preston. Pet Apr 2. Ord Apr 2. Exam Apr 30
Dodd, John, Birkenhead, Plumbers' Merchant. Liverpool. Pet Apr 1. Ord Apr 1. Exam Apr 15 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Eskell, Sarah, Hampton Wick, Widow. Kingston, Surrey. Pet Aug 18. Ord Apr 1. Exam May 7 at 3
Foster, Charles, Witley, Surrey, Gentleman. Guildford and Godalming. Pet Mar 15. Ord Apr 3. Exam May 20 at 1 at Townhall, Guildford
George, John Irving, Wigton, Cumberland, Chemist. Carlisle. Pet Apr 2. Ord Apr 2. Exam Apr 16 at 11 at Court house, Carlisle
Goodbun, William Henry, Doghurst, Harlington, Gentleman. Windsor. Pet Apr 1. Ord Apr 1. Exam May 8 at 11
Griffiths, Evan, Trallong, Brecon, Farmer. Merthyr Tydfil. Pet Apr 2. Ord Apr 2. Exam Apr 21
Harding, Edward, Bridgend, Glamorganshire, Grocer. Cardiff. Pet Apr 2. Ord Apr 2. Exam May 4 at 2
Hards, Thomas Obree, Hastings, Grocer. Hastings. Pet Apr 1. Ord Apr 1. Exam May 10
Holmes, David, Bradford, Worsted Spinner. Bradford. Pet Apr 2. Ord Apr 2. Exam Apr 20
Holt, John Lawrence, Burnham, Somerset, Plumber. Bridgwater. Pet Apr 2. Ord Apr 3. Exam Apr 20 at 11
Humphreys, Anne, Chester, Tinplate Worker. Chester. Pet Apr 2. Ord Apr 3. Exam Apr 22 at 12.30 at Chester Castle
James, Charles Thomas Clement, Datchet, Buckinghamshire, Gentleman. Windsor. Pet Mar 17. Ord Mar 31. Exam May 8 at 11
James, Joseph, Bristol, Ironmonger. Bristol. Pet Apr 2. Ord Apr 3. Exam May 7 at 12 at Guildhall, Bristol
Judge, Arthur Percival, Lincoln's inn fields, Solicitor. High Court. Pet Apr 2. Ord Apr 2. Exam May 14 at 12.30 at 34, Lincoln's inn fields
Kinghan, Walter, Manchester, Cabinet Maker. Manchester. Pet Apr 1. Ord Apr 1. Exam Apr 19 at 12.30
Levy, Samuel, Brick lane, Spitalfields, Carman. High Court. Pet Mar 15. Ord Apr 2. Exam May 13 at 12.30 at 34, Lincoln's inn fields
Lewis, David, Neath, Glamorganshire, Plumber. Neath. Pet Apr 1. Ord Apr 1. Exam Apr 17 at 10.30 at Townhall, Neath
Loveless, Percy Gordon, Stapenhill, Derbyshire, Brewer's Clerk. Burton on Trent. Pet Apr 2. Ord Apr 2. Exam May 20 at 1
Moxey, William Pike, Lowestoft, out of business. Gt. Yarmouth. Pet Apr 2. Ord Apr 2. Exam Apr 19 at 2.30 at Townhall, Gt. Yarmouth
Munday, Edward James, Sheffield, Sewing Machine Manufacturer. High Court. Pet Apr 2. Ord Apr 2. Exam May 13 at 12.30 at 34, Lincoln's inn fields
Munday, Thomas, Preston, Lancashire, Joiner. Preston. Pet Mar 20. Ord Apr 1. Exam Apr 30
Nelmes, Thomas, Breadstone, nr Berkeley, Gloucestershire, Innkeeper. Gloucester. Pet Apr 3. Ord Apr 3. Exam May 11
Neve, Henry John, Burgh St. Peter, Norfolk, Builder. Gt. Yarmouth. Pet Apr 2. Ord Apr 2. Exam Apr 19 at 2.30 at Townhall, Gt. Yarmouth
Rainford, Robert, Lytham, Lancashire, Painter. Preston. Pet Apr 2. Ord Apr 3. Exam Apr 30
Redfearn, James, Batley, Yorks, out of business. Dewsbury. Pet Apr 1. Ord Apr 1. Exam Apr 12
Smith, John Bussey, Gainsborough, Lincolnshire, Commission Agent. Lincoln. Pet Apr 1. Ord Apr 1. Exam Apr 13 at 2.30 at Sessions House, Lincoln
Symonds, John Edmund, Beccles, Suffolk, Builder. Gt. Yarmouth. Pet Apr 3. Ord Apr 3. Exam May 10 at 11 at Townhall, Gt. Yarmouth
Thompson, Charles, Leeds, Dealer in Fried Fish. Leeds. Pet Apr 2. Ord Apr 2. Exam May 4 at 11
Toothill, Arthur, Guiseley, Yorks, Paper Maker. Leeds. Pet Apr 2. Ord Apr 2. Exam May 4 at 11
Toppin, Sidney, Gateley rd, Brixton, Solicitor. High Court. Pet Mar 19. Ord Apr 1. Exam May 11 at 11.30 at 34, Lincoln's inn fields
Tucker, W. S., Elms rd, Clapham, Gentleman. Wandsworth. Pet Mar 8. Ord Apr 1. Exam Apr 29
Turner, Theophilus Verney, Gwendyr rd, Kensington, Gentleman. High Court. Pet Mar 16. Ord Apr 1. Exam May 11 at 11.30 at 34, Lincoln's inn fields
Walker, Thomas Frederick, Claremont rd, Cricklewood, Hendon, Builder. Barnet. Pet Mar 31. Ord Apr 1. Exam April 14 at 11 at Townhall, Barnet
Weil, Salomon, Springfield rd, Abbey rd, St. John's Wood, Gentleman. High Court. Pet Feb 26. Ord Apr 1. Exam May 11 at 11.30 at 34, Lincoln's inn fields
Whistler, Charles, Landridge rd, Fulham, Merchant's Clerk. High Court. Pet Apr 1. Ord Apr 2. Exam May 11 at 11 at 34, Lincoln's inn fields
Whittier, William Steele, Bristol, Electrician. Bristol. Pet Apr 1. Ord Apr 1 Exam May 7 at 12 at Guildhall, Bristol
Wilks, William, Lingdale, Innkeeper. Stockton on Tees and Middlesborough. Pet Apr 2. Ord Apr 2. Exam Apr 7
Williams, Lydia Elizabeth, Sunderland, Licensed Victualler. Newcastle on Tyne. Pet Apr 3. Ord Apr 3. Exam Apr 15
Williams, Thomas, St. David, Brecon, Farmer. Merthyr Tydfil. Pet Apr 2. Ord Apr 2. Exam Apr 21
Wills, Thomas, Kendal, Westmorland, Labourer. Kendal. Pet Apr 3. Ord Apr 3. Exam May 1 at 2 at Court house, Townhall, Kendal

FIRST MEETINGS.

Aird, Eliza, Sussex gdns, Hyde pk, Printer, Widow. Apr 12 at 11. 33, Carey st Lincoln's inn
Alcock, Joseph, Burslem, Beerseller. Apr 13 at 3.30. Official Receiver, Newcastle under Lyme
Armstrong, William, and John Walmsley, Bury, Lancashire, Hat Manufacturers. Apr 14 at 3. Public Sale Rooms, Bowker's row, Bolton
Barnes, John, Nottingham, Ironfounder. Apr 14 at 2. Official Receiver, 1, High pavement, Nottingham
Batchelor, William, Allenby rd, Forest Hill, Brickmaker. Apr 15 at 3. Official Receiver, 109, Victoria st, Westminster
Bedford, Walter, Bradford, Plumber. Apr 14 at 11. Official Receiver 31, Manor row Bradford
Bennison, Joseph Paulinius, Catterick, Yorks, Innkeeper. Apr 15 at 11. King' Head Hotel, Darlington
Berry, Enoch, Rankin st, Shepherd's Bush, Builder. Apr 16 at 2. 33, Carey st, Lincoln's inn fields
Brooksbank, George Stamp, Ecclesfield, Yorks, Roller. Apr 14 at 11. Official Receiver, Figtree lane, Sheffield
Browne, M. A., Westmorland rd, Bayswater, Dressmaker. Apr 14 at 2. 33, Carey st, Lincoln's inn fields
Burkinshaw, James, Sheffield, Forger and Tilter. Apr 14 at 12. Official Receiver Figtree lane, Sheffield
Burrows, Martin, South Bank, Yorks, Contractor. Apr 13 at 3. Official Receiver, 8, Albert rd, Middlesborough
Clarke, Amy, Hinckley, Draper. Apr 16 at 3. 28, Friar lane, Leicester
Clarke, George, Adstock, Buckinghamshire, Innkeeper. Apr 16 at 1.15. County Court, Aylesbury, Bucks
Clayton, Henry, South Shields, Grocer. Apr 15 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne
Clegg, Edward, Nelson, Lancashire, Draper. Apr 14 at 3. Exchange Hotel, Nicholas st, Burnley
Cocksedge, George Bloomfield, Guildford, Coal Merchant. Apr 13 at 11.30. 28 and 29, St Swithin's lane
Corey, Reginald, Lillington rd, Anerley. Apr 13 at 12. Official Receiver, 109, Victoria st, Westminster
Cottam, Louis Le Chevalier, and George Upton, Winsley st, Oxford st, Engineers. Apr 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Dennis, Joseph, Lincoln, Hairdresser. Apr 13 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln
Dewhirst, William, Lancaster, Draper. Apr 15 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Dodd, John, Birkenhead, Plumbers' Merchant. Apr 16 at 3. Official Receiver, 35, Victoria st, Liverpool
Down, James Samuel, Darlington, Durham, Clerk. Apr 15 at 11.30. King's Head Hotel, Darlington
Elworthy, Fanny Maria, Clevedon, Somerset, Boot Saleswoman. Apr 14 at 12.30. Official Receiver, Bank chbrs, Bristol
Fletcher, John, Studley, Warwickshire, out of business. Apr 19 at 11. Official Receiver, Birmingham
Fletcher, William, Pateley Bridge, Yorks, Chemist. Apr 15 at 2.30. Prospect Hotel, Harrogate
Fowler, Frederick, Handsworth, Staffordshire, Wire Worker. Apr 22 at 11. Official Receiver, Birmingham

Gard, George, Crawley, Sussex, General Shop Keeper. Apr 14 at 12. Official Receiver, 39, Bond st, Brighton
George, John Irving, Wigton, Cumberland, Chemist. Apr 16 at 12. Official Receiver, 34, Fisher st, Carlisle
Griesselich, Henry Victor, Basinghall st, East India Merchant. May 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Griffiths, Evan, Trallong, Brecconshire, Farmer. Apr 15 at 11.30. Castle Hotel, Brecon
Hime, Harry Edward, Llanrwst, Denbighshire, Artist. Apr 13 at 11.30. Hotel, Llandudno Junction
Hogg, John, High st, Marylebone, Public House Manager. Apr 19 at 2. 33, Carey st, Lincoln's inn fields
Holmes, David, Little Horton, Bradford, Worsted Spinner. Apr 14 at 12. Official Receiver, 31, Manor row, Bradford
Kinghan, Walter, Manchester, Cabinet Maker. Apr 16 at 3.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Jenner, Jesse Smith, Brighton, Grocer. Apr 13 at 12. Official Receiver, 39, Bond st, Brighton
Lewis, David, Neath, Glamorganshire, Plumber. Apr 15 at 10.30. Castle Hotel, Neath
Liddiatt, Thomas Townsend, Stroud, Builder. Apr 13 at 4.15. Imperial Hotel, Stroud
Loveless, Percy Gordon, Stapenhill, Staffordshire, Brewers' Clerk. Apr 15 at 12.15. White Hart Hotel, Burton
Lovell, Joseph Robert, Hook Norton, Oxfordshire, Farmer. Apr 13 at 11.30. County Court, Banbury
Mister, Fannie Melvina, Romford, Essex, Confectioneer. Apr 17 at 10. Shirehall, Chelmsford
Moore, Francis Joseph, Ashby rd, Essex rd, Islington, out of employment. Apr 19 at 12. 33, Carey st, Lincoln's inn fields
Morfee, Thomas, Rolvenden, Kent, Farmer. Apr 14 at 2.30. Spencer and Reeves' Sale Rooms, Camden rd, Tunbridge Wells
Mumford, William, Upper Rathbone pl, Oxford st, Provision Dealer. Apr 16 at 12. 33, Carey st, Lincoln's inn fields
Murley, Thomas William, Buckingham Palace rd, Merchant. Apr 19 at 11. 33, Carey st, Lincoln's inn fields
Neve, Henry John, Burgh St Peter, Norfolk, Builder. Apr 17 at 12. Official Receiver, 8, King st, Norwich
Oaksford, Henry, Nottingham, Box Manufacturer. Apr 14 at 12. Official Receiver, 1, High pavement, Nottingham
Perry, Charles Frederick, Birmingham, Artists' Colourman. Apr 20 at 11. Official Receiver, Birmingham
Philipps, Henry, London st, Paddington, Railway Clerk. Apr 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ratcliff, Thomas Tillstone, Hemel Hempstead, Hertfordshire, Saddler. Apr 13 at 12. Ewen and Roberts, 42, the Outer Tempie, 222 and 225, Strand
Seaton, Sarah, Exeter, Boot Dealer. Apr 14 at 11. Castle of Exeter, at Exeter
Smith, John Bussey, Gainsborough, Lincolnshire, Commission Agent. Apr 13 at 12.30. Official Receiver, 2, St Benedict's sq, Lincoln
Smith, Samuel Kerrison, Bradwell, Suffolk, Farmer. Apr 15 at 3. Star Hotel, Gt Yarmouth
Stanley, John, Kirkby in Ashfield, Nottinghamshire, Licensed Victualler. Apr 14 at 3. Official Receiver, 1, High pavement, Nottingham
Sutherland, H., Southampton row, Patent Medicine Vendor. Apr 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Thompson, Charles, Leeds, Dealer in Fried Fish. Apr 16 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Thornton, James, Manchester, Estate Agent. Apr 16 at 11.30. Official Receiver Ogden's chmbrs, Bridge st, Manchester
Whitter, William Steele, Bristol, Electrician. Apr 14 at 1. Official Receiver, Bank chmbrs, Bristol
Wilks, William, Lingdale, Yorks, Innkeeper. Apr 13 at 3.30. Official Receiver, 8, Albert rd, Middlesborough
Williams, Lydia Elizabeth, Newcastle on Tyne, Licensed Victualler. Apr 17 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne
Williams, Thomas, St David, Breconshire, Farmer. Apr 15 at 12.30. Castle Hotel, Brecon

ADJUDICATIONS.

Alcock, Joseph, Burslem, Beerseller. Hanley, Burslem, and Tunstall. Pet Apr 2. Ord Apr 2
Atkinson, W., Taplow, Buckinghamshire, Major. Windsor. Pet Feb 24. Ord Apr 2
Betts, William, Hastings, Licensed Victualler. Hastings. Pet Mar 5. Ord Apr 1
Brettell, Edward Nock, West Bromwich, Staffordshire, Brewer. Oldbury. Pet Mar 27. Ord Apr 1
Brown, William Joseph, Plumstead, Kent, Builder. Greenwich. Pet Mar 12. Ord Apr 2
Browning, Edward Bayley, Poole, Dorset, Grocer. Poole. Pet Mar 17. Ord Apr 2
Clayton, Henry, South Shields, Grocer. Newcastle on Tyne. Pet Apr 1. Ord Apr 1
Cocks, W. A., Florence rd, Finsbury park, Corn Merchant. High Court. Pet Mar 12. Ord Apr 2
Collins, Albert, Hastings, Builder. Hastings. Pet Feb 4. Ord Mar 31
Crawford, William Henry, Stratford, Essex, Boot Manufacturer. High Court. Pet Feb 10. Ord Apr 1
Cuming, Alexander Paul, and Walter Robert Barnett, Victoria st, Westminster, Builders. High Court. Pet Sept 9. Ord Apr 2
De Meza, Simeon, Bishop's rd, Bayswater, Tobacconist. High Court. Pet Mar 2. Ord Apr 2
Dodd, John, Birkenhead, Plumber's Merchant. Liverpool. Pet April 1. Ord Apr 1
Farley, James Browne, Ipplepen, Devon, Retired Publican. Exeter. Pet Mar 29. Ord Apr 1
Green, George, Ash, nr Sandwich, Builder. Canterbury. Pet Mar 16. Ord Apr 2
Greenep, Edmund G., Stratford, Essex, Solicitor. High Court. Pet Mar 10. Ord Apr 2
Grundy, John, and Edward Barnett Grundy, Sheffield, Silk Mercers. Sheffield. Pet Feb 18. Ord Apr 1
Hammond, Stephen George, Dover, Builder. Canterbury. Pet Mar 13. Ord Apr 2
Holmes, David, Bradford, Worsted Spinner. Bradford. Pet Apr 2. Ord Apr 2
Hood, Charles Samuel, Wetherby, Yorks, Coachbuilder. York. Pet Mar 20. Ord Apr 2
Hudson, Samuel, Peakirk, Northamptonshire, Railway Servant. Peterborough. Pet Mar 22. Ord Mar 22
Humphreys, Anne, Hoole, Chester, Tin Plate Worker. Chester. Pet Apr 2. Ord Apr 3
Huntrods, Leonard, jun, West Hartlepool, Builder. Sunderland. Pet Feb 13. Ord Mar 31
Jarratt, James, Yarwell, Northamptonshire, Gentleman. Peterborough. Pet Mar 16. Ord Mar 24
Jenner, Jesse Smith, Brighton, Grocer. Brighton. Pet Mar 30. Ord Mar 31
Kinghan, Walter, Manchester, Cabinet Maker. Manchester. Pet Apr 1. Ord Apr 1
Liddiatt, Thomas Townsend, Stroud, Builder, Gloucester. Pet Mar 18. Ord Apr 1
Long, James Alfred, Canterbury, Fishmonger. Canterbury. Pet Mar 11. Ord Apr 2
Meyrick, John Williams, Beaumaris, Anglesey, Clerk in Holy Orders. Bangor. Pet Mar 16. Ord Apr 3
Mitchell, Thomas, Carlisle, Horse Dealer. Carlisle. Pet Mar 29. Ord Apr 1
Neale, Walter Condon, Downton, Wiltshire, Plumber. Salisbury. Pet Mar 18. Ord Apr 3
Nelmes, Thomas, Breadstone, nr Berkeley, Gloucestershire, Innkeeper. Gloucester. Pet Apr 3. Ord Apr 3
Parsons, Joseph, Winterslow, Wiltshire, Farmer. Salisbury. Pet Mar 26. Ord Apr 1
Pye, James George, Carnforth, Lancashire, Bill Poster. Preston. Pet Mar 20. Ord Apr 3
Redfearn, James, Batley, Yorkshire, out of business. Dewsbury. Pet Apr 1. Ord Apr 1
Roberts, Frank, Falmouth, Ironmonger. Truro. Pet Jan 28. Ord Apr 2
Steer, Edgar Herbert, Salisbury, Seedsman. Salisbury. Pet Mar 17. Ord Apr 3
Thacker, Henry, New st sq, Ink Manufacturer. High Court. Pet Mar 10. Ord Apr 1
Thomas, William, and Edward Thomas, Llanerchymedd, Anglesey, Tailors. Bangor. Pet Mar 13. Ord Apr 1
Thomson, William Thomas, Stourport, Worcestershire, Grease Manufacturer. Oldbury. Pet Mar 30. Ord Apr 1
Thornton, James, Manchester, Estate Agent. Manchester. Pet Mar 31. Ord Apr 2
Thorp, Charles Henry, Henry Charles Thorp, Joseph Thorp, and Albert Thorp, North End, Croydon, Glass Merchants. High Court. Pet Mar 3. Ord Apr 2
Walker, George, Alpheus Walker, and Alfred Walker, Newcastle under Lyme, Silk Throwsters. Hanley, Burslem, and Tunstall. Pet Mar 29. Ord Apr 1
Wilks, William, Lingdale, Innkeeper. Stockton on Tees and Middlesborough. Pet Apr 2. Ord Apr 2
Wilson, Barkly Charles, Hopton rd, Coventry Park, Streatham, Trimming Manufacturer. High Court. Pet Jan 9. Ord Apr 2

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CONTENTS.

CURRENT TOPICS 379
THE BAR COMMITTEE ON LAND TRANSFER 380
SERVICE OF WRITS OUT OF THE JURISDICTION 381
THE SOLICITORS' BENEVOLENT ASSOCIATION 382
CORRESPONDENCE 383
CASES OF THE WEEK:—
COURT OF APPEAL:—
Chamber Colliery Co. v. Hopwood 383
Re Johnson, Johnson v. Hodge 383
Re Colding 384
Wolstenholm and another v. Sheffield Union Banking Co... 384
Re Tuer's Will 384
HIGH COURT OF JUSTICE:—
Re Alford, Hunt v. Parry 384
Re Wood's Settlement 385
In re Vowles, O'Donoghue v. Vowles 385
Bond v. Walford 385
Andrewes v. Uthwatt 385
Kennedy v. The Trustees of the Harbour and District of Maryport 385
Landergan v. Feast 385
Mason v. Westoby 386
CASES AFFECTING SOLICITORS:—
Re F. Hill 386
Parry v. Parry 386
In re Scholes 386
Re H. C. Jones 386
THE PROVINCIAL SITTINGS BILL .. 387
LAND TRANSFER 387
THE REGISTRATION OF PRIVATE ARRANGEMENTS 388
SOCIETIES 388
LAW STUDENTS' JOURNAL 388
LEGAL APPOINTMENTS 389
OBITUARY 389
COURT PAPERS 389
COMPANIES 390
CREDITORS' CLAIMS 390
LONDON GAZETTES, &c., &c. 390

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Tues., April 13	Tues., June 22	Tues., Aug 17
Tues., April 20	Tues., June 29	Tues., Aug 24
Tues., May 4	Tues., July 6	Tues., Aug 31
Tues., May 11	Tues., July 13	Tues., Oct 5
Tues., May 18	Tues., July 20	Tues., Oct 19
Tues., May 25	Tues., July 27	Tues., Nov 9
Tues., June 1	Tues., Aug 3	Tues., Nov 23
Tues., June 8	Tues., Aug 10	Tues., Dec 14

Auctions can also be held on other days. In any case due notice should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

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Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale

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PRICE LIST.

A revised Price List of Groceries and Provisions, showing considerable reductions in prices, was published on the 1st March, and will be forwarded on application to the Secretary, by whom all particulars as to membership will be furnished.

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